On Thursday, March 16, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, MARCH 21, 2023
7:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order

2. Invocation and Flag Salute

3. Consent Docket:

   A. Approval of Minutes from the March 7, 2023, Regular Meeting.

   B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.

   C. Public Improvement-Routine Item: Accept ODEQ Permit No. WL000055220100 for the construction of 46 linear feet of waterline and appurtenances to serve Bethany Business Park, Oklahoma County, Oklahoma.

   D. Public Improvement-Routine Item: Accept ODEQ Permit No. SL000055220101 for the construction of 366 linear feet of sanitary sewer line and appurtenances to serve Bethany Business Park, Oklahoma County, Oklahoma.

E. Public Improvement Routine Item: Accept ODEQ Permit No. WL000055230107 for the construction of 1,265 linear feet of waterline and appurtenances to serve Holloway Avenue between NW 36th Street and NW 32nd Street, Oklahoma County, Oklahoma.

4. Mayoral Proclamation declaring April 2023 as Autism Awareness Month and April 2, 2023, as World Autism Day.

5. Mayoral Proclamation – Bethany High School Lady Bronchos State 4A Basketball Champions.

6. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*

7. Consideration, discussion and possible action to enter into executive session to hold confidential communications between the City Council for the City of Bethany and its Attorneys concerning the settling of certain claims in pending litigation (*City of Bethany v. Purdue Pharm, L.P*., et al., Case No. 19-op-46148-DAP, pending in the United States District Court for the Northern District of Ohio, and *City of Ada, et al. v. Walmart Inc., f/k/a Wal-Mart Stores, Inc., et al*., Case No. CJ-22-250 filed in the District Court of Pottawatomie County, Oklahoma), including potential resolution of certain claims against Walmart, Walgreens, CVS, Teva, and Allergan, related to lawsuits against pharmaceutical supply chain participants of opioid prescription drugs, and taking appropriate action in open session, including possible authorization to settle claims, the disclosure of which may seriously impair the litigation if known by public disclosure as allowed by 25 O.S. § 307(B)(4). *(Ray Jones, City Attorney)*

   A. Enter into Executive Session.
   B. Exit Executive Session.

8. Consider approving Participation in the Walgreens Settlement Agreement dated December 9, 2022, and the Retailer State-Subdivision Agreement as it pertains to the Walgreens Settlement Agreement, as recommended by Todd Court or Matt Sill, legal counsel for the City of Bethany and other litigating Oklahoma subdivisions, including approval of Resolution No. 1666, and authorize the Mayor of the City of Bethany to execute the Subdivision Participation Form for the City of Bethany's participation in the Walgreens Settlement Agreement. *(Ray Jones, City Attorney)*

9. Consider approving Participation in the Walmart Settlement Agreement November 22, 2022, and the Retailer State-Subdivision Agreement as it pertains to the Walmart Settlement Agreement, as recommended by Todd Court or Matt Sill, legal counsel for the City of Bethany and other litigating Oklahoma subdivisions, including

approval of Resolution No. 1667, and authorize the Mayor of the City of Bethany to execute the Subdivision Participation Form for the City of Bethany's participation in the Walmart Settlement Agreement. *(Ray Jones, City Attorney)*

10. Consider approving Participation in the CVS Settlement Agreement dated December 9, 2022, and the Retailer State-Subdivision Agreement as it pertains to the CVS Settlement Agreement, as recommended by Todd Court or Matt Sill, legal counsel for the City of Bethany and other litigating Oklahoma subdivisions, including approval of Resolution No. 1668, and authorize the Mayor of the City of Bethany to execute the Subdivision Participation Form for the City of Bethany's participation in the CVS Settlement Agreement. *(Ray Jones, City Attorney)*

11. Consider approving Participation in the Allergan Settlement Agreement dated November 22, 2022, and the Allergan State-Subdivision Agreement, as recommended by Todd Court or Matt Sill, legal counsel for the City of Bethany and other litigating Oklahoma subdivisions, including approval of Resolution No. 1669, and authorize the Mayor of the City of Bethany to execute the Subdivision Participation Form for the City of Bethany's participation in the Allergan Settlement Agreement. *(Ray Jones, City Attorney)*

12. Consider approving Participation in the Teva Settlement Agreement dated November 22, 2022, as recommended by Todd Court or Matt Sill, legal counsel for the City of Bethany and other litigating Oklahoma subdivisions, including approval of Resolution No. 1670, and authorize the Mayor of the City of Bethany to execute the Subdivision Participation Form for the City of Bethany's participation in the Teva Settlement Agreement. *(Ray Jones, City Attorney)*

13. Consideration and possible adoption of Resolution No. 1671 approving a Project Agreement between the City of Bethany and the State of Oklahoma Department of Transportation for intersection modification at SH-66 beginning at N. Donald Avenue extending West three blocks to N. Asbury Avenue. *(Elizabeth Gray, City Manager)*

14. Consideration and possible approval to advertise for bids for the Oklahoma Department of Commerce Community Development Block Grant Waterline Replacement Project located on N Holloway Avenue between NW 36th Street and NW 32nd Street. *(Elizabeth Gray, City Manager)*

15. Consideration and possible approval of Ordinance No. 2045, an ordinance amending Section 31.17 of the City of Bethany, Oklahoma Code of Ordinances governing compensation for the mayor and council members to permit officers to decline a salary for his or her term. *(Ray Jones, City Attorney)*

    A. Presentation by staff and/or interested party.
    B. Consideration and possible action to approve of Ordinance No. 2045, on reading by title only.
    C. Motion to approve Sections 1-4 of Ordinance No. 2045.

16. Consideration and possible approval of Ward 4 Board of Adjustment appointment of Keith Burlison to serve a three-year term. *(Brian Magirowsky, Vice-Mayor & Jeff Knapp, Council Member))*

17. Discussion and possible action regarding conducting the Freedom Festival on July 4th instead of the Saturday before. *(Marilyn McPhail, Council Member)*

18. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda").*

19. City Attorney's Report.

    A. Update on Brandt v. City of Bethany, Okla. Co. case number CJ-21-1978.
    B. Update on Frogge v. City of Bethany, W.D. OK case number CIV-22-0692.
    C. Update on Miles v. Bethany Police Department, Okla. Co. case number SC-2021-12231.

20. City Manager's Report.

    A. Financial Report.

21. Mayor and Council Members Comments and Suggestions.

22. Adjourn until April 4, 2023.

BETHANY PUBLIC WORKS AUTHORITY

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Consent Docket:

    A. Approval of Minutes from the March 7, 2023, Regular Meeting.

    B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.

2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda").*

3. Adjourn until April 4, 2023.

BETHANY HOSPITAL TRUST

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Consent Docket:

   A. Approval of Minutes from the March 7, 2023, Regular Meeting.

   B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.

2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda").*

3. Adjourn until April 4, 2023.

BETHANY DEVELOPMENT AUTHORITY

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Consent Docket:

   A. Approval of Minutes from the March 7, 2023, Regular Meeting.

   B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.

2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda").*

3. Adjourn until April 4, 2023.

Public Participation Note: The City Council and Staff of the City of Bethany strongly encourages the input and involvement of the citizens to help ensure that the City government provides the highest level of services to meet the public needs and desires. If you have any concerns or comments about an agenda item, or any other issue, please contact the Mayor, your Ward Council Members or City Hall Staff. You may also contact the City Manager's office if you would like to have an item placed on a future agenda to address the Council as a whole. (Guidelines are available in the Council Chambers and in City Hall Lobby.)

AGENDA: 03/21/2023
ITEM: 3 (A)

NOTICE: On Thursday, March 2, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, MARCH 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Brian Magirowsky	Vice-Mayor
	Steve Palmer	Council Member
	Chris Powell	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
	Jeff Knapp	Council Member
	Peter Plank	Council Member
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineering
	Tom Seymour	Public Utility Superintendent
	J.D. Reid	Chief of Police
	Justin Falter	Police Lieutenant
	Joshua Fields	Scout Troop No. 569
	(See Roster)	

ITEM NO. 1 on the agenda Mayor **CALL TO ORDER.**

Mayor Lloyd called the Bethany City Council meeting to order at 7:30 P.M.

ITEM NO. 2 on the agenda was **INVOCATION AND FLAG SALUTE.**

The Invocation was given by Council Member Plank.

The Flag Salute was conducted by Council Member Knapp.

ITEM NO. 3 on the agenda was **CONSENT DOCKET:**

A. APPROVAL OF MINUTES FROM THE FEBRUARY 21, 2023, REGULAR MEETING.

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

Motion was made by Council Member Palmer, seconded by Council Member Knapp to approve the consent docket. Yes votes: Plank, Palmer, Larsen, Smart, Lloyd, Magirowsky, Powell, Knapp, McPhail. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

None

ITEM NO. 5 on the agenda was **PRESENTATION, DISCUSSION, AND POSSIBLE APPROVAL OF TWO LITTLE LENDING LIBRARY BOXES AS PART OF A SCOUT PROJECT BY JOSHUA FIELDS OF TROOP NO. 569. *(KATHY LARSEN, PARK COMMITTEE CHAIR)***

Joshua Fields introduced his Eagle Project to the council. This project will consist of building three lending libraries to be installed in Eldon Lyon, Riverside Neighborhood and Ripper Park. The lending library is a structure where anyone can take a book and either return it or exchange it for a different book. This is all done on the honor system. The Eagle Board of Review will also have to approve this project. Troop No. 569 will assist with building and installation of the project. The project is expected to be completed by the end of May. Joshua will be funding this project personally along with donations.

Motion was made by Vice-Mayor Magirowsky and amended to approval to include all three lending little lending library boxes, seconded by Council Member Knapp. Yes votes: Powell, Palmer, Plank, McPhail, Larsen, Knapp, Lloyd, Magirowsky, Smart. No votes: None. Motion approved.

ITEM NO. 6 on the agenda was **WATER REPORT BY CITY ENGINEERS FROM TEIM DESIGN WITH POSSIBLE DISCUSSION. *(ELIZABETH GRAY, CITY MANAGER)***

Joe Davis with TEIM Design Engineering presented the water report which summarized all the information from the last few months. This presentation is included as Exhibit A.

Motion was made by Council Member Palmer, seconded by Council Member Plank to suspend the rules provided in Chapter 30.23 related to the rules of discussion in order to allow the council to talk about this issue. Yes votes: Plank, Lloyd, Knapp, Larsen, McPhail, Magirowsky, Powell, Smart, Palmer. No votes: None. Motion approved.

Palmer noted "point of order" stating that there is no time limitation under Section 30.23 subsection B-5.

Attorney Ray Jones stated that Section 30.23 B-5 reads as follows: 5) When the City Council is in session, or when a member is speaking, or the City Clerk, Manager or Attorney is reading any paper to or speaking to the City Council, no member shall, in any way, disturb the proceedings of the City Council. No member of the City Council shall be permitted to talk upon any one given subject longer than five minutes at any given meeting, except when permission be granted for an extension of time by a two-thirds vote of the members present at the meeting of the Council.

Council Member Palmer wanted to know if part of this project would soften the water. Mr. Davis responded with the softening of water being more of a chemical treatment issue and currently they have been more focused on existing facilities and the source water. Mr. Davis stated that we are cleaning some lines due to iron and manganese in the raw water going to the water treatment plant. It is not in the lines running through town. Council Member Palmer wanted to know if we know where the lead lines are in the city and Mr. Davis stated that is unknown. We have identified those that are most pressing to replace. Mr. Davis assured Council that city staff takes all efforts to make sure with our current treatment process that none of the iron is leaching out into the system. Tom Seymour, Public Utility Superintendent, reassured council of the treatment measures taken to make sure that no iron is leaching into the system. Tom stated, "our tests in the last 12 years have had small amounts of copper but NEVER lead".

Mr. Davis also reported that staff gets information from the people who are doing remediation of the plume at Wiley Post, and we also continue to test the water for TCE to make sure that the plume is not spreading. Council Member Palmer would like to have the reports that are provided by the remediation on the plume published as a matter of record for the public.

This project must be completed within 2 years. Mr. Davis believes the 4.2 MGD

will supply enough water for the city with the exception of line breaks, pumps failing, electrical issues and other unforeseen conditions that might occur. He believes they have identified the best position that the City of Bethany can be in to meet demands.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF POLICE DEPARTMENT PURCHASE OF RIFLES FROM BUSHMASTER FIREARMS FOR $34,997.40.** ***(ELIZABETH GRAY, CITY MANAGER)***

Police Chief Reid stated this will supply 30 rifles with a short barrel and sound suppressors. He explained that in an active shooter event the loud noises from the guns cause confusion. Currently officers are allowed to carry their own rifle. These rifles will eliminate the officers from having to carry their own rifle. We have a government program that has supplied rifles that were made in 1974. These government supplied rifles are very large and very heavy. The lighter weapon would be much better used in an active shooter situation. Every officer completes a 40-hour rifle training course.

Lieutenant Falter spoke to council and confirmed with Council Member McPhail that the price of two of the suppressors could increase. This money will come out of the Drug Seizure Funds.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Larsen to approve the purchase of rifles from Bushmaster Firearms for $34,997.40. Yes votes: Knapp, Plank, Smart, Magirowsky, Lloyd, McPhail, Larsen, Powell, McPhail. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF THE PURCHASE OF A USED 2020 DODGE DURANGO PATROL VEHICLE FROM THE KANSAS HIGHWAY PATROL FOR $29,600.00*. (ELIZABETH GRAY, CITY MANAGER)***

City Manager Gray stated that this is to replace a 2010 Crown Victoria. The funds will come from the Impound Fund.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Knapp to approve the purchase of a used 2020 Dodge Durango patrol vehicle from the Kansas Highway Patrol for $29,600.00. Yes votes: Larsen, Knapp, Magirowsky, Powell, McPhail, Smart, Palmer, Lloyd, Plank. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF THE PURCHASE OF A USED 2020 DODGE DURANGO COMMAND STAFF VEHICLE FROM THE KANSAS HIGHWAY PATROL FOR $28,750.00*. (ELIZABETH GRAY, CITY MANAGER)***

City Manager Gray stated that this is to replace a 2008 Crown Victoria.

Chief Reid reported their will be no assigned Crown Victoria's to an officer.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Knapp to approve the purchase of a used 2020 Dodge Durango from the Kansas Highway Patrol for $28,750.00. Yes votes: Larsen, Knapp, Magirowsky, Powell, McPhail, Smart, Palmer, Lloyd, Plank. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF LUMP SUM PAYMENT TO RETIREE KARL WALL FROM OkMRF RETIREMENT ACCOUNT.** ***(ELIZABETH GRAY, CITY MANAGER)***

Motion was made by Council Member Larsen, seconded by Council Member Palmer to approve lump sum payout to Retiree Karl Wall from OkMRF. Yes votes: Larsen, Knapp, Magirowsky, Powell, McPhail, Smart, Palmer, Lloyd, Plank. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **PRELIMINARY FY2024 BUDGET PRESENTATION BY MICHAEL VAUGHN, FINANCE DIRECTOR.** ***(ELIZABETH GRAY, CITY MANAGER)***

Finance Director Vaughn presented the budget presentation to council. This will continue to be revised as we progress toward approval of the budget on May 2. There will be a Budget Hearing and Budget Fair in April.

Motion was made by Council Member Palmer, seconded by Council Member McPhail to suspend Section 30.23 for purposes of discussion related to this agenda item. Yes votes: McPhail, Smart, Powell, Larsen, Plank, Palmer, Knapp, Lloyd. No votes: Magirowsky. Motion approved.

Council Member Palmer requested the total amount of employee compensation included in the budget. Mr. Vaughn stated the numbers in the budget today were based on full employment of all departments including standard step raises of 4%. These numbers are preliminary.

Council Member Palmer requested a compensation actually paid report for all department heads. Base pay plus all insurance and benefits.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2044, AN ORDINANCE AMENDING SECTION 30.01 (A) (1) OF THE CITY OF BETHANY, OKLAHOMA CODE OF ORDINANCES GOVERNING REGULAR MEETINGS AMENDING THE TIME SUCH MEETINGS MAY BE STARTED.** ***(RAY JONES, CITY ATTORNEY)*****.**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

Attorney Ray Jones explained that the ordinance is prepared for the possibility of future meetings to be allowed to be moved to as early as 6:00 p.m. This would keep from having to alter the ordinance again. Council approved at the last meeting that the meetings will be moved to begin at 6:30 p.m. The meeting time will be effective April 18th.

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2044, ON READING BY TITLE ONLY.

Motion was made by Council Member Palmer, seconded by Council Member McPhail to approve Ordinance No. 2044 on Reading By Title Only. Yes votes: Knapp, Palmer, Plank, Smart, Magirowsky, Lloyd, McPhail, Larsen, Powell. No votes: None. Motion approved.

C. MOTION TO APPROVE SECTIONS 1-4 OF ORDINANCE NO. 2044.

Motion was made by Council Member Palmer, seconded by Council Member McPhail to approve Sections 1-4 of Ordinance No. 2044. Yes votes: Knapp, Palmer, Plank, Smart, Magirowsky, Lloyd, McPhail, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 13 on the agenda was **APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 1 CHANGING THE TIME OF CITY COUNCIL REGULAR MEETINGS TO 6:30 P.M. STARTING WITH THE APRIL 18, 2023, MEETING. *(ELIZABETH GRAY, CITY MANAGER***

Motion was made by Council Member McPhail, seconded by Council Member Palmer to move the meeting time of our regularly scheduled meetings to 6:30 p.m. beginning April 18, 2023. Yes votes: Palmer, Powell, Larsen, Knapp, Plank, Smart, Lloyd, Magirowsky, McPhail. No votes: None. Motion approved.

ITEM NO. 14 on the agenda was **DISCUSSION AND POSSIBLE ACTION ON APPOINTMENTS TO THE TRAFFIC COMMITTEE. *(NIKKI LLOYD, MAYOR)***

Council Member Palmer requested to be placed on the Traffic Committee.

Council Member Palmer called “point of order” requesting an answer for why he was removed from the Traffic Committee.

Attorney Jones stated that the Charter provides that the council is empowered to appoint its subordinates. With two standing committee’s it is Attorney Jones opinion that the appointments have to be approved by council. He also sees no reason in charter or ordinance why all nominations cannot be made in one motion.

Council Member Palmer requests to have each one voted individually and does not believe she can make the motion of all four in one vote and noted a “point of order” had still not been addressed. He believes that she is intentionally trying to eliminate one member of the Traffic Committee. Attorney Jones gave the definition of a “point of order” as a question to be presented in how to procedurally go through with respect to the city council. Council Member Palmer claims that the “point of order” is that Mayor Lloyd has nominated four and there is no provision in the charter or the ordinance that says she can do that.

Attorney Jones opinion is that the charter or ordinances does not set forth any procedures on how, who or how many appointments can be nominated for the position. The charter says that the council can appoint or remove members of the subcommittee and the ordinance says that there are two standing committees. Those are the rules in place. Without any structure there is nothing to say that the Mayor’s request for nomination is inappropriate.

Motion was made by Mayor Lloyd, seconded by Vice-Mayor Magirowsky to nominate Council Members Plank, Smart, McPhail and Magirowsky to the Traffic Committee. Yes votes: Plank, Larsen, Lloyd, Magirowsky, Smart, Knapp. No votes: Palmer, McPhail, Powell. Motion approved.

ITEM NO. 15 on the agenda was **DISCUSSION AND POSSIBLE ACTION ON APPOINTMENTS TO THE PARKS COMMITTEE.** ***(NIKKI LLOYD, MAYOR)***

Motion was made by Mayor Lloyd, seconded by Vice-Mayor Magirowsky to nominate the appointments of Powell, Palmer, Larsen, and Knapp to the Park Committee. Yes votes: Plank, Larsen, Knapp, Lloyd, Magirowsky, Smart. No votes: Powell, Palmer, McPhail. Motion approved.

ITEM NO. 16 on the agenda was **MAYOR’S ANNOUNCEMENT OF REAPPOINTMENTS TO THE TIF COMMITTEE. NO ACTION TAKEN.** ***(NIKKI LLOYD, MAYOR)***

Mayor Lloyd appointed Smart, Larsen and Magirowsky to the TIF Committee.

Council Member Palmer called for “point of order” and would like to know if the TIF Committee appointments have to be voted on. Attorney Jones stated that by the ordinance the Mayor appoints the TIF Committee.

ITEM NO. 17 on the agenda was **DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING REPEAL OF OR AMENDMENT TO ORDINANCE 31.17 COMPENSATION FOR MAYOR AND COUNCIL MEMBERS.** ***(MARILYN MCPHAIL, COUNCIL MEMBER)***

Council Member Palmer read from the Charter under compensation Section 2:5 this does not allow for compensation to be changed for the mayor or councilmembers that are currently elected. Attorney Jones agrees that if passed this will only apply to future council members and be effective at the next election.

Council Member McPhail researched other cities on their compensation. She feels that the council should not receive pay. There was much discussion on this matter. Council Member Knapp made the point that possibly younger people or future council members on fixed income could use the money to compensate for fuel and expenses of being on the council and training. Council Member Powell believes it is important that the council be paid and that they are the employee of the constituents. Council Member Smart added that if the money is not taken then it would return to the General Fund, and you will not control where it goes however, now you can donate or help however or whomever you wish.

Attorney Jones stated that if the ordinance is amended today with this vote that by charter it cannot take effect during the tenure of any of the standing council members. This will take effect after the next election for the newly elected.

Motion was made by Mayor Lloyd, seconded by Council Member Larsen to amend the ordinance to include an opt out option for any council member that does not wish to collect the designated stipend. Yes votes: Plank, Lloyd, Magirowsky, Palmer, Smart, Knapp. No votes: Powell, McPhail, Larsen. Motion approved.

ITEM NO. 18 on the agenda was **BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA").**

None

ITEM NO. 19 on the agenda was **CITY ATTORNEY'S REPORT.**

McAfee & Taft will be attending the March 21 meeting to discuss the settlements for the Opioid case.

ITEM NO. 20 on the agenda was **CITY MANAGER'S REPORT.**

City Manager Gray reported the following:

Bulk trash pickup began March 6th on the north side of town.

When city offices are not open payments can be made by regular mail, cash or check at US payment kiosks in stores. Kiosk 3 locations include 7

Eleven's at 3701 N Rockwell, 1628 N Rockwell, 7959 NW 23rd St, 5100 N MacArthur and Cash Saver at 7101 NW 23rd St, or you can pay online.

Saturday, April 1st is the annual Rain Barrel Sale. Order your rain barrel online before March 19th.

April 7th the city will be closed. Alternate trash day is April 5th.

April 19th the Fire Department will be hosting Safe Kids Oklahoma for a car seat safety check and installation course.

ITEM NO. 21 on the agenda was **COUNCIL MEMBERS ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 22 on the agenda was **ADJOURN UNTIL MARCH 21, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 9:24 P.M.

_____ _____

MAYOR CITY CLERK

EXHIBIT A

CITY OF BETHANY

OKLAHOMA







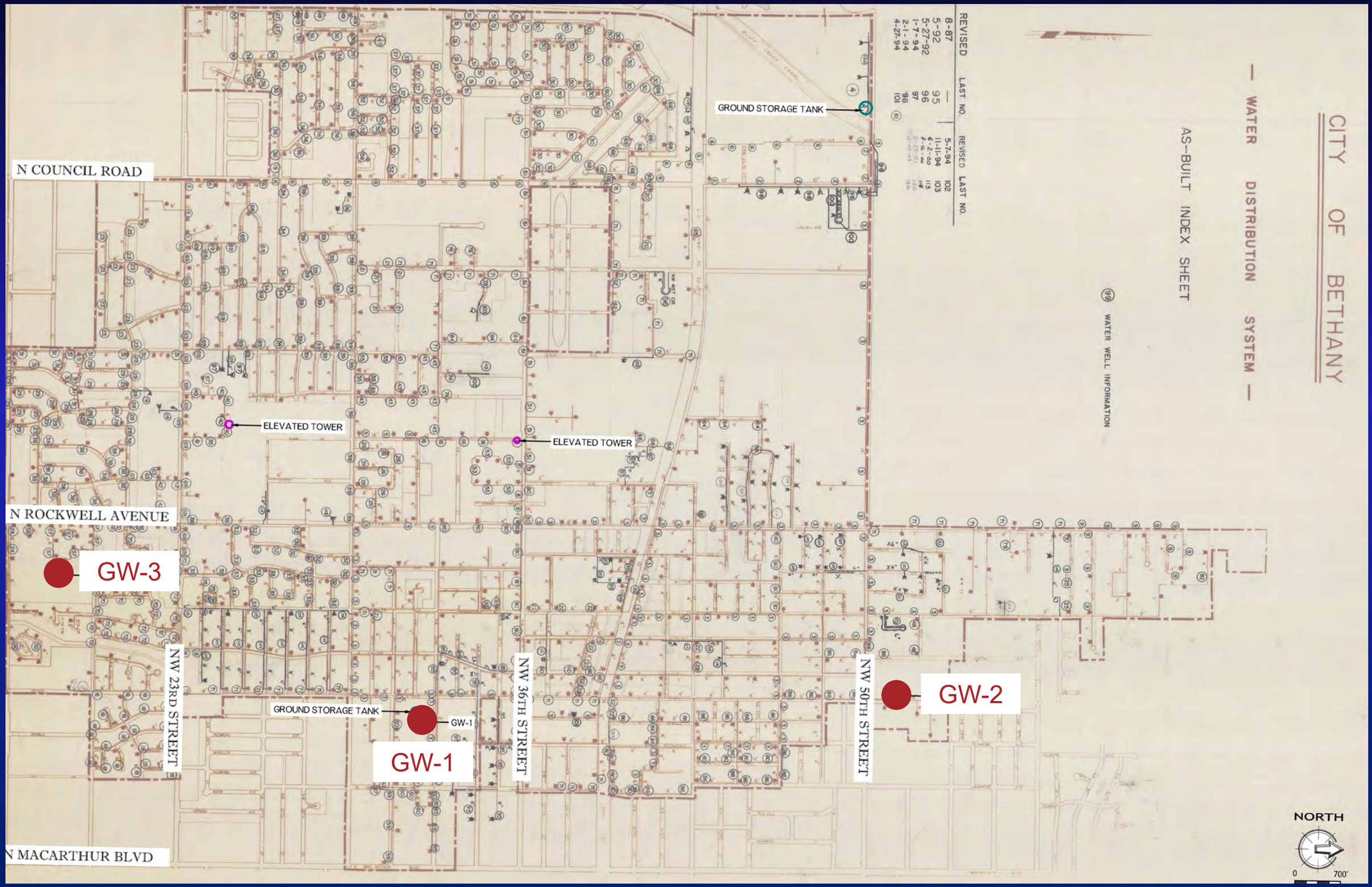


WATER PRESENTATION

TEIM DESIGN

GARBER-WELLINGTON WELL LOCATIONS

CITY OF BETHANY



GARBER-WELLINGTON WELL HISTORY

CITY OF BETHANY

- 1979 Cost Comparison of Garber & Terrace Supplies Study
- 1981 Garber Well #1
- 1987 Garber Wells #2 & #3
- 1991 OK Dept of Health directed Bethany to take Garber Wells Offline

TEIM DESIGN

WATER WELL LOCATIONS

CITY OF BETHANY



BARRIER WELLS

CITY OF BETHANY



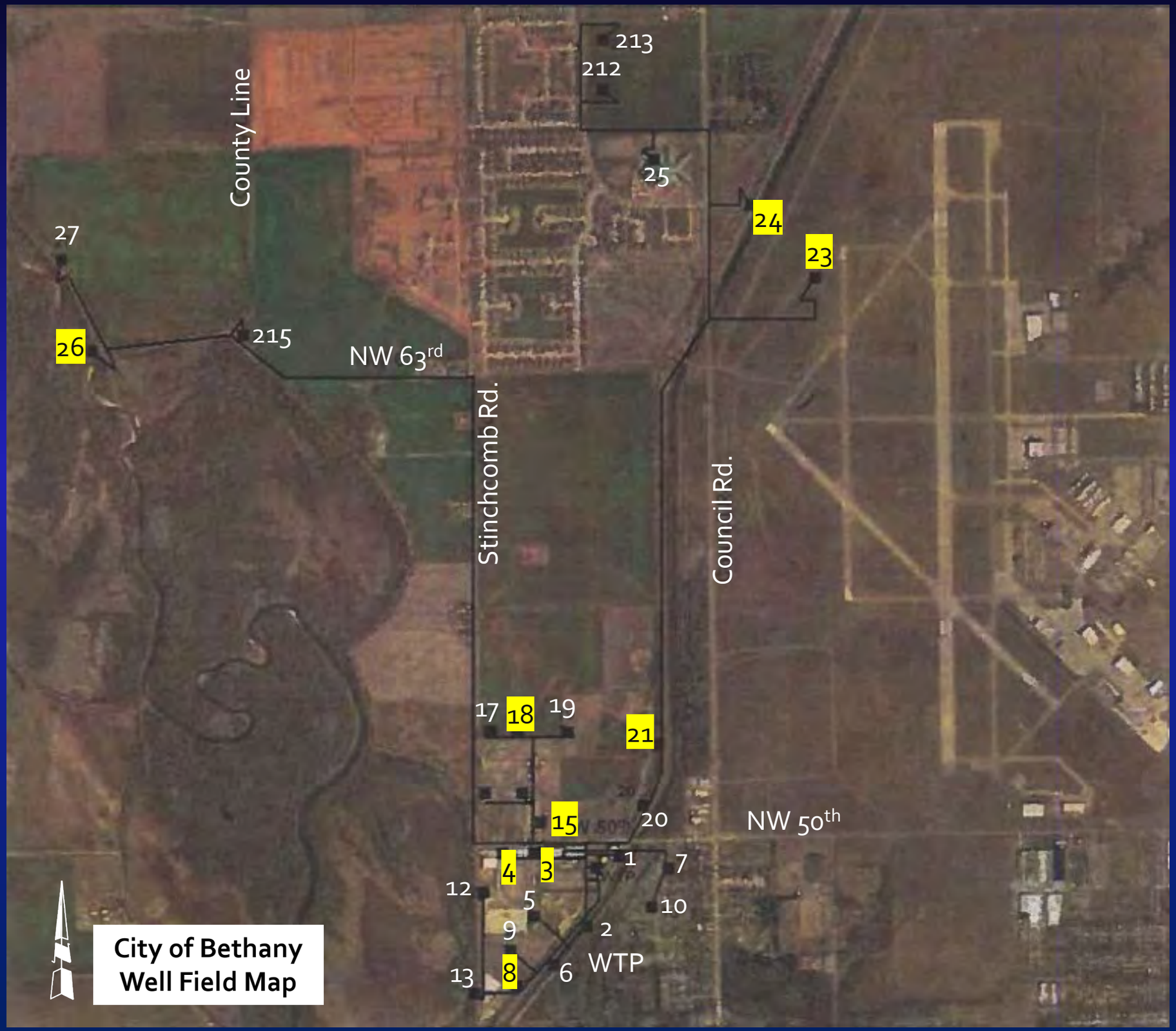
WELL TCE CONTAMINATION

CITY OF BETHANY



ADDITIONAL WELLS OUT OF SERVICE

CITY OF BETHANY



NORTH CANADIAN ALLUVIUM & TERRACE AQUIFER WELL FIELD AGE

CITY OF BETHANY

Well Field Age	Percent
> 70 years	30%
60 years < WFA < 70 years	4%
50 years < WFA < 60 years	26%
40 years < WFA < 50 years	18%
30 years < WFA < 40 years	0%
20 years < WFA < 30 years	4%
10 years < WFA < 20 years	0%
0 years < WFA < 10 years	18%

Note: 60% wells older than 50 years

WATER TREATMENT PLANT

CITY OF BETHANY



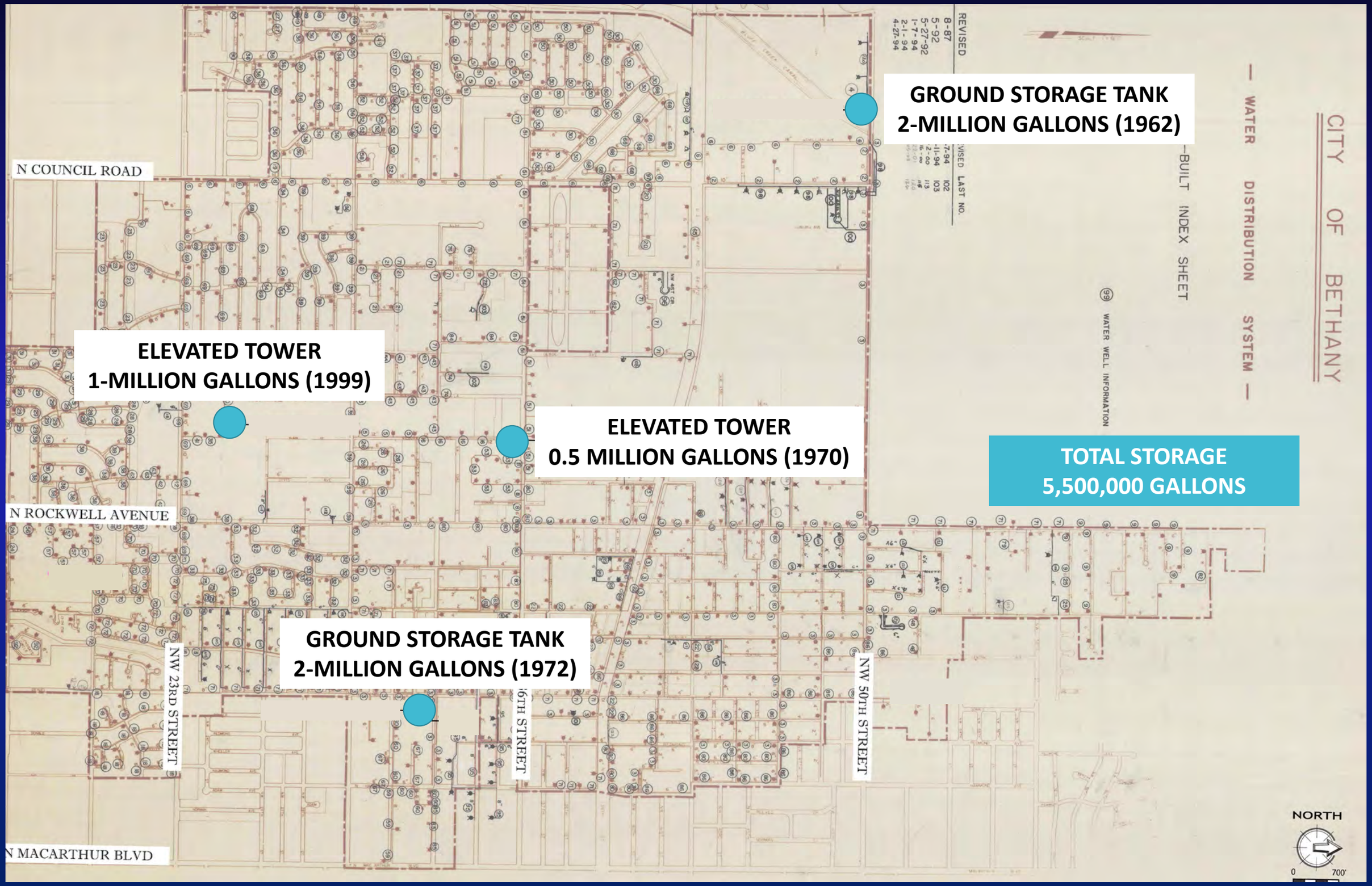
WATER TREATMENT PLANT DESIGN

CITY OF BETHANY

- Water Treatment Plant constructed between 2004 and 2006.
- Design capacity 8.4 million gallons per day or 4.2 million gallons per day for each process train.
- Average daily flow is approximately 1.8 million gallons per day (October through May).
- Average daily flow is 2.2 to 2.6 million gallons per day (June through September).
- Water Treatment Plant peak processing flow in summer of 2022 was 2.6 million gallons per day.
- Water Treatment Plant peak processing flow in summer of 2012 was 4.1 million gallons per day.
- One process train of 4.2 million gallons per day can treat anticipated water demand.

STORAGE FACILITIES

CITY OF BETHANY



STORAGE FACILITIES

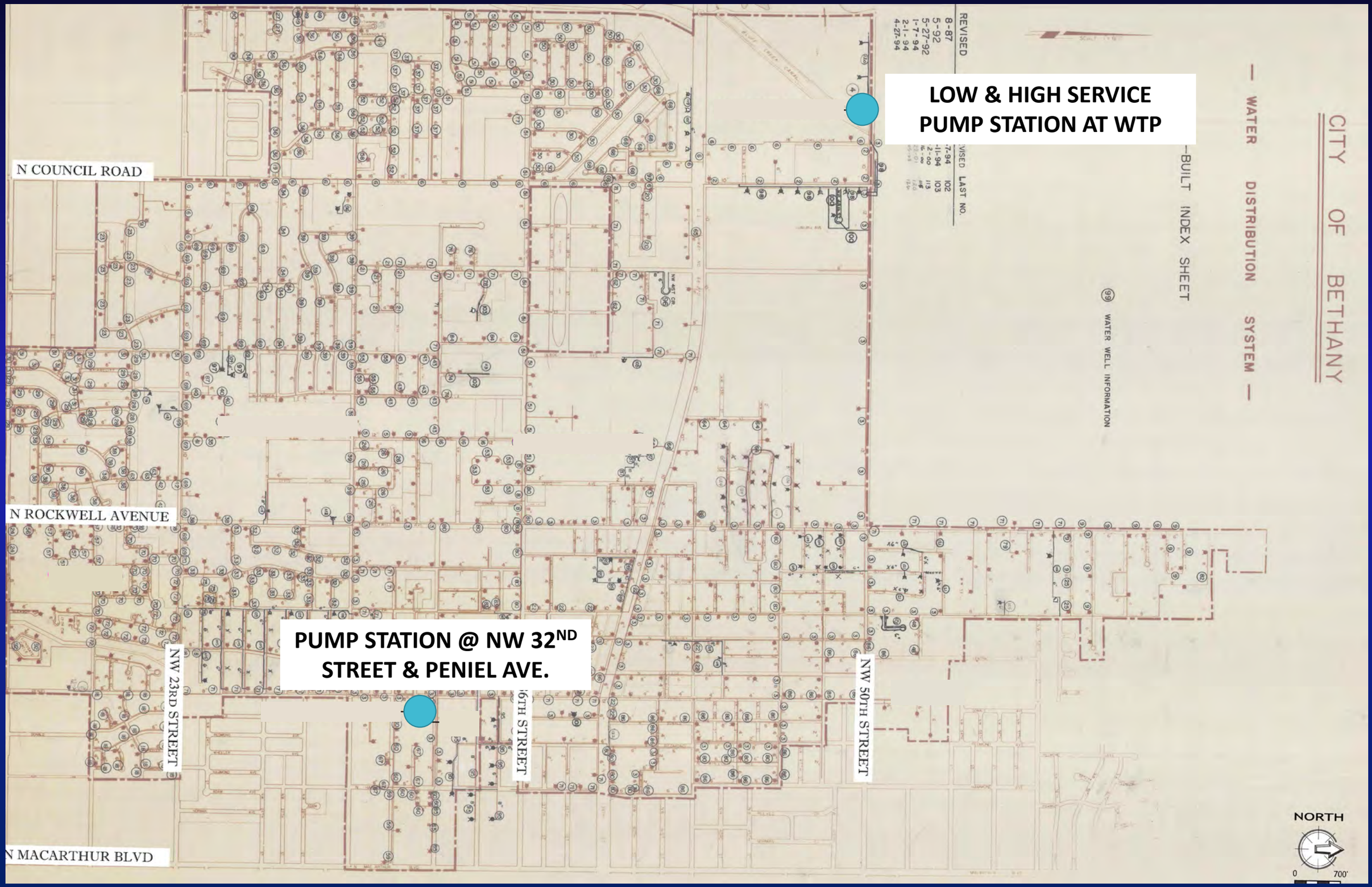
CITY OF BETHANY

STORAGE CAPACITY	LOCATION	BUILT	INSPECTION	MAINTENANCE NEEDS	TANK CONDITION
2-MILLION GALLONS	GROUND @ WTP	1962	2-YEARS AGO	PAINT TANK & NEW INSIDE LADDER	GOOD CONDITION
2-MILLION GALLONS	GROUND @ NW 32ND ST. & PENIEL AVE.	1972	2-YEARS AGO	REHABILITATE & PAINT TANK	GOOD CONDITION
500,000 GALLONS	ELEVATED @ NW36TH ST. & WILBURN AVE.	1970	SUMMER 2021	PAINT TANK	GOOD CONDITION
1-MILLION GALLONS	ELEVATED @ NW 25TH ST. & WILBURN AVE.	1999	SUMMER 2021	PAINT TANK	GOOD CONDITION

- Total storage equals 5,500,000 gallons. Provides 3-days of storage for normal conditions and 1 ¾ days for peak conditions.

PUMPING STATIONS

CITY OF BETHANY



PUMPING STATIONS

- **Water Treatment Plant**

  - ❖ Three (3) high service 300 H.P. motor and pumps (for distribution system).

  - ❖ Three (3) low service 100 H.P. motor and pumps (for ground storage at water treatment plant and distribution system). Low service pump(s) feed the high service pump(s).



- ❖ One (1) filter backwash 100 H.P. motor and pump. Current back-up will use one (1) high service 300 H.P. motor and pump.

PUMPING STATIONS

- **NW 32nd Street and Peniel Avenue**
  - ❖ Constructed in 1972
  - ❖ One (1) 150 H.P. motor and pump, there is no back-up pump. Pump capacity is 1.8 million gallons per day.



  - ❖ OG&E provides primary power. Back-up power is a diesel generator and a 225 H.P. Chrysler Engine that can pump 1.1 million gallons per day.



RECOMMENDED IMPROVEMENTS

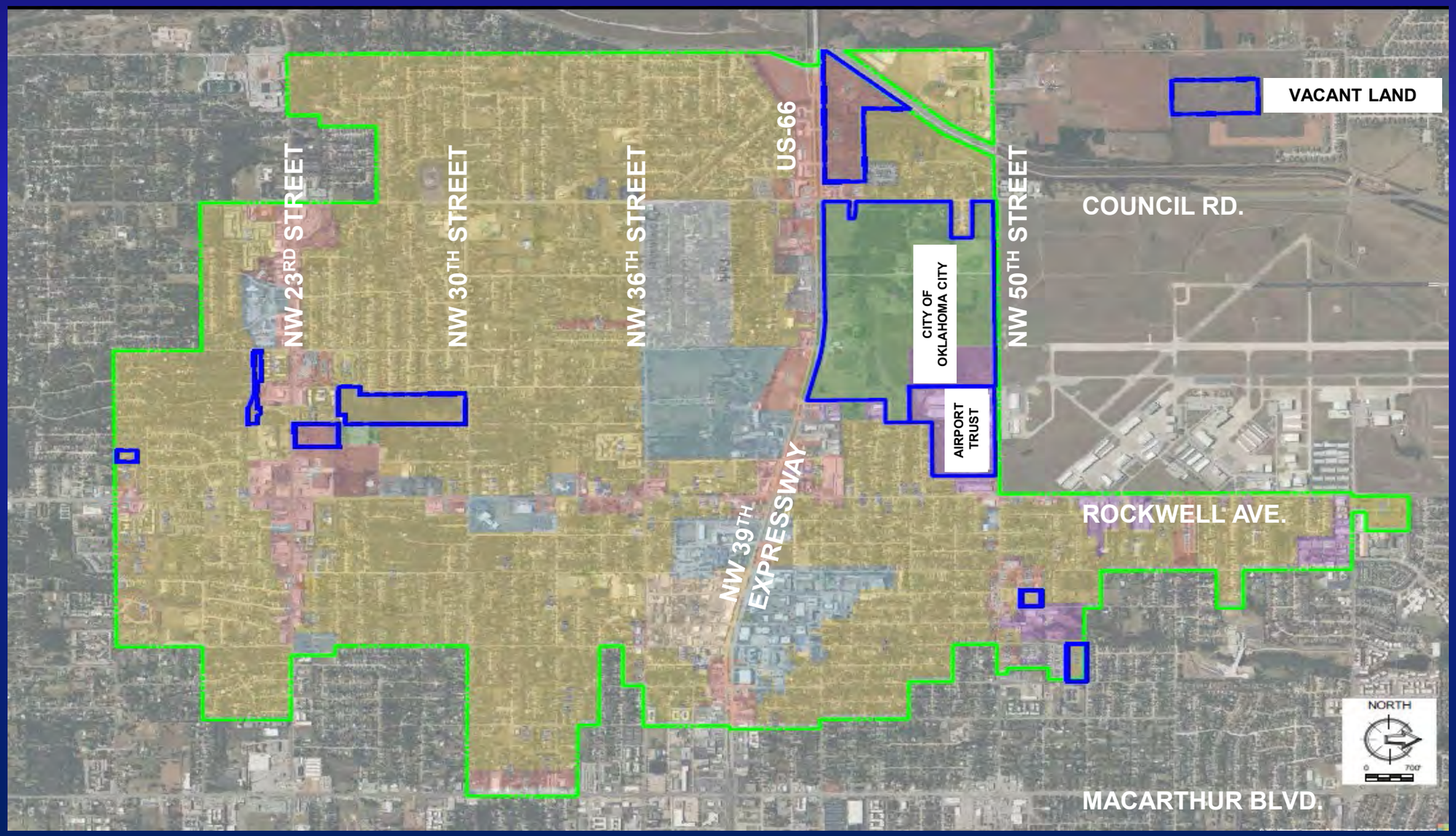
- **WATER TREATMENT PLANT**
  - ❖ New software and hardware for the supervisory control and data acquisition system (SCADA)
  - ❖ New communication wiring between the lime silo

- **STORAGE FACILITIES**
  - ❖ The two (2) elevated storage tanks - paint
  - ❖ The two (2) ground storage tanks - paint
  - ❖ WTP ground storage – new access ladder
  - ❖ NW 32nd Street and Peniel Avenue ground storage - roof repair

- **PUMPING STATION – NW 32ND STREET AND PENIEL AVENUE**
  - ❖ Replace existing pump base (interim)
  - ❖ Release seal on top of the pump in the base that holds pumps (leaks ½ gallon per minute) (interim)
  - ❖ NW 32nd Street and Peniel Avenue pump station needs an additional pump and motor for redundancy. Requires a new pump building

POPULATION TRENDS

- Past 40-years population varied from 22,000 to 20,300
- Current census is 20,800
- Existing vacant land and zoning, if developed would add 107,000 gallons per day



FUTURE WATER NEEDS

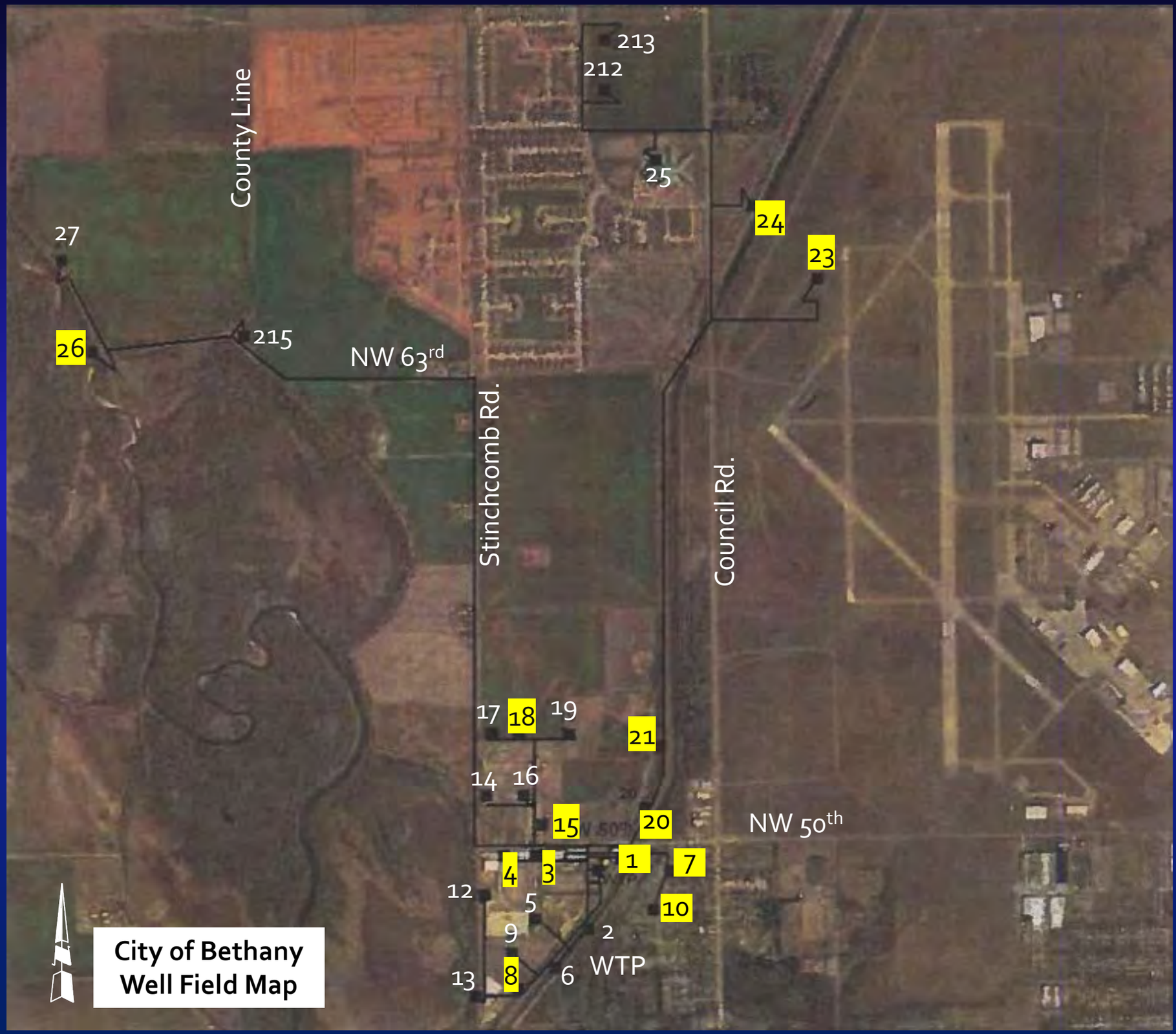
CITY OF BETHANY

- Average Daily Demand Plus Build Out 2.3 MGD
- Peak Demand 2016 – 2022 2.95 MGD
- Highest Peak Demand 2012 4.1 MGD
- Design Production Goal 4.2 MGD

NORTH CANADIAN ALLUVIUM & TERRACE AQUIFER

CITY OF BETHANY

Out of Service



NORTH CANADIAN ALLUVIUM & TERRACE AQUIFER IMPROVEMENTS

CITY OF BETHANY

WELLS

Redrill Out of Service Wells 8, 18, 26

Average Age of Well 51 years

Redrill Low Production/Poor Condition Wells 17, 27

Average Age of Well 49 years

Rehabilitate Wells 2, 5, 9, 15, 16, 25, 212, 213

Average Age of Well 60 years

Redrill/Rehab Wells Produce Additional 1.4 MGD

MISCELLANEOUS WELL FIELD IMPROVEMENTS

- Well Field Transmission Lines
- Well Houses and Electrical
- SCADA
- Security Fence

COST OF NCA VS. GWA OVER 10 YEARS

CITY OF BETHANY

North Canadian Aquifer (NCA)

- Cost of North Canadian Aquifer (NCA) wellfield improvements is $3,656,465 to produce 1.4 mgd
- Cost of Chemicals for additional 1.4 mgd/yr. is $306,600
- Total 10-year cost for NCA wellfield to produce 1.0 mgd

$$\frac{\$3{,}656{,}465 + \$306{,}600 \text{ (10 years)}}{1.4 \text{ mgd}} = \$4{,}801{,}760/\text{mgd}$$

Garber Wellington Aquifer (GWA)

- Cost for Garber Wellington Aquifer (GWA) wellfield improvements is $3,300,000 to produce 1.08 mgd
- Cost of yearly Arsenic Media Filter Replacement is $300,000
- Total 10-year cost for GWA wellfield to produce 1.0 mgd

$$\frac{\$3{,}300{,}000 + \$300{,}000 \text{ (10 years)}}{1.08 \text{ mgd}} = \$5{,}833{,}333/\text{mgd}$$

The cost to produce 1 mgd of NCA water is 18% less than 1 mgd of GWA water

ARPA FUNDS

- Resolution No. 1657, Bethany requested ARPA funds for well field improvements

- Oklahoma Water Resources Board notified Bethany of state ARPA funding 11/22

- $4,600,000 Grant

AMI WATER METERS & LEAD SERVICE LINES

CITY OF BETHANY



- ARPA Grant ARP-23-0069-G is a matching $1,500,000 grant.
- Figure shown above is an area of probable lead service line locations due to the years these lines were installed.
- Matching grant ARP-23-0069-G with $1,500,000 in City funds would provide for the installation of approximately 1,800 Advanced Metering Infrastructure Water Meters and replacement of the attached lead service lines in the area shown in figure above.

LONG RANGE CAPITAL IMPROVEMENTS PROGRAM

CITY OF BETHANY

- Prioritize Needs with Staff
- Develop Schedule
- Identify Grants
  - CDBG
  - US Bureau of Reclamation

Agenda: 03/21/2023
Item: Consent 3 (B)

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: March 14, 2023
Subject: Claims List for the 03/21/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	$51,565.33
Public Safety	$536.96
E911 Fund	$0.00
Capital Improvement Fund	$138,217.32
Library GO Fund	$0.00
Debt Service	$0.00
Municipal Court Fund	$0.00
Cemetery Fund	$0.00
TOTAL	**$190,319.61**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$190,319.61
Bethany Public Works Authority	$197,481.98
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$387,801.59**

RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-47124	10-1	LIBERTY TAX	REFUND SIGN PERMIT	3/2023	23-47124	84.50
23-47132	10-1085	OKLAHOMA MUNICIPAL ASSURANC	SANITATION TRUCK REIMB	3/2023	23-47132	4,253.55
					DEPARTMENT TOTAL:	4,338.05
DEPARTMENT: 01.0		MANAGEMENT				
23-47110	10-004418	CNA SURETY, INC.	CM BOND	3/2023	20230507	175.00
23-45036	10-004660	MOTHER NATURE'S INC.	PEST CONTROL	3/2023	1361088	45.00
23-45189	10-004660	MOTHER NATURE'S INC.	INSIDE PEST CONTROL	3/2023	1361082	75.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	1,438.60
23-45620	10-005373	CARD SERVICES/P1	BUSINESS ADV. LICENSE	3/2023	E0300MGUHW	388.50
23-46937	10-005373	CARD SERVICES/P1	AZURE MICROSOFT	3/2023	E0300MHNNS	42.00
23-47024	10-005373	CARD SERVICES/P1	KEYBOARD/STAMPS	3/2023	20230228	56.80
23-45060	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY SVS	3/2023	199221	4,605.90
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	108.70
23-46145	10-1530	THE TRIBUNE	BUDGET AMENDMENTS	3/2023	20230303	14.30
23-45506	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL & WATER	3/2023	7317,6067,3067,136	32.89
23-45039	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVS	3/2023	20230301	528.30
23-45646	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	3/2023	INV492129	5,957.50
23-45625	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER RENT	3/2023	APRL-JUN	35.03
23-45507	10-4310	AMERIFLEX	FSA ADMIN FEE	3/2023	606817	190.80
					DEPARTMENT TOTAL:	13,694.32
DEPARTMENT: 02.0		FINANCE				
23-47073	10-005373	CARD SERVICES/P1	OFFICE SUPPLIES	3/2023	20230313	26.89
23-47113	10-005647	LESA A. LAMAR	TRAINING REIMBURSEMENT	3/2023	23-47113	182.09
23-45625	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER RENT	3/2023	APRL-JUN	35.03
					DEPARTMENT TOTAL:	244.01
DEPARTMENT: 03.0		COURT				
23-47054	10-004622	OMCCA	DIS #3 WORKSHOP	3/2023	20230301	50.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	440.86
23-46884	10-006079	BENCHMARK ELECTRIC	EMERGENCY LIGHT REPAIR	3/2023	20230303	420.00
23-45581	10-0465	OK DEPT OF PUBLIC SAFETY	JAN 2023 OLETS LICENSE	3/2023	LET-008824	50.00
23-45028	10-0596	FUZZELL'S BUSINESS	FEB 2023 COPIER MAINT	3/2023	MM92156	32.01
23-45003	10-2274	OZARKA WATER COMPANY	FEB 2023 WATER	3/2023	7316,6066,6419,473	32.89
23-46897	10-3258	CITY OF YUKON	INMATE HOUSING-HANNAH	3/2023	20230213	126.00
23-46996	10-3258	CITY OF YUKON	INMATE HOUSING BURRIS	3/2023	20230221	252.00
23-46997	10-3258	CITY OF YUKON	INMATE HOUSING DENSON	3/2023	20230223	168.00
23-47102	10-3258	CITY OF YUKON	INMATE HOUSING DAVIS	3/2023	20230227	210.00
23-44992	10-3342	JANI-KING OF OKLAHOMA, INC.	MAR 2023 JANITORIAL	3/2023	OKC03230127	640.66
23-47129	10-3415	SPECIAL-OPS UNIFORMS, INC.	MARSHALL UNIFORM	3/2023	333710	25.00
					DEPARTMENT TOTAL:	2,447.42

FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
23-45086	10-004660	MOTHER NATURE'S INC.	Yearly Treatment	3/2023	1361081	60.00
23-45318	10-004789	TRADS, INC	Monthly Usage	3/2023	23-45318	116.20
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	1,344.75
23-45119	10-005634	INNOVATIVE SECURITY OF OKLA	Monitoring Fee	3/2023	623232	19.95
23-45691	10-005850	SAFE HAVEN	Spay & Neuter Monthly	3/2023	20230309	445.00
23-46727	10-005970	COVETRUS NORTH AMERICA, LLC	Euth Drugs fo AC	3/2023	AA84267	178.27
23-45944	10-006044	HOUSE OF MODS LLC	Veh Maintenance & Repairs	3/2023	45613,45622	742.49
23-45040	10-1063	OG&E	MONTHLY SVS	3/2023	20230307	24.21
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	6,087.41
23-45102	10-2274	OZARKA WATER COMPANY	Rental and Water	3/2023	943094,9817,18984	27.43
23-45103	10-2274	OZARKA WATER COMPANY	Rental and Water	3/2023	0207,19186	13.99
23-45096	10-2442	SUMNERONE, INC.	3 Printer Lease Agreement	3/2023	3514270,3514747	146.66
23-46532	10-2918	MTM RECOGNITION CORPORATION	3 Badges	3/2023	6142508	320.00
23-45090	10-3084	UTILITY DATA SERVICES, INC.	Yearly Fee's	3/2023	103044	12.50
23-45087	10-3342	JANI-KING OF OKLAHOMA, INC.	Yearly Cleaning	3/2023	OKC03230126	1,774.66
23-45051	10-3415	SPECIAL-OPS UNIFORMS, INC.	OFFICER GEE UNIFORM	3/2023	331606	129.88
23-45297	10-3415	SPECIAL-OPS UNIFORMS, INC.	Haidle Uniform	3/2023	331604B	849.56
23-46701	10-3415	SPECIAL-OPS UNIFORMS, INC.	Miller Uniforms & Equip	3/2023	337446	288.37
23-45115	10-4388	ISG TECHNOLOGY, LLC	Security Yearly	3/2023	MSP343244	1,204.00
					DEPARTMENT TOTAL:	13,785.33
DEPARTMENT: 06.0		FIRE				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	690.23
23-47076	10-005504	AUTO-CHLOR SERVICES, LLC	SOAP FOR EXTRACTOR	3/2023	0622637	225.00
23-46900	10-0344	BANNER FIRE EQUIPMENT, INC	STRUCTURE BOOTS AND HOODS	3/2023	11P14141	799.00
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	1,910.48
23-47122	10-3415	SPECIAL-OPS UNIFORMS, INC.	UNIFORM JOB SHIRT	3/2023	337478	103.50
23-47029	10-4342	BEST BUY BUSINESS ADV ACC	REPLACEMENT IPADS	3/2023	6875410	1,532.60
					DEPARTMENT TOTAL:	5,260.81
DEPARTMENT: 07.0		COMMUNITY DEV				
23-47094	10-005373	CARD SERVICES/P1	LIEN RELEASE	3/2023	20230308	21.54
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	543.52
23-45625	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER RENT	3/2023	APRL-JUN	35.03
					DEPARTMENT TOTAL:	600.09

FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	453.14
					DEPARTMENT TOTAL:	453.14
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
23-45068	10-004688	SIGNALTEK, INC.	MAINTENCE AGGREEMENT	3/2023	0323-1807	480.00
23-46889	10-004688	SIGNALTEK, INC.	50TH COUNCIL	3/2023	1807B0323	292.50
23-46952	10-004688	SIGNALTEK, INC.	CROSSWALK LIGHTS	3/2023	1807C0323	195.00
23-47121	10-004688	SIGNALTEK, INC.	REPLACE CONFLICT MONITOR	3/2023	1807A0323	1,020.50
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	449.18
23-47104	10-0812	J & R EQUIPMENT LLC	HYDRO HOSE #66	3/2023	01P14114	72.02
23-45040	10-1063	OG&E	MONTHLY SVS	3/2023	20230307	120.21
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	2,780.11
23-47080	10-1501	T & W TIRE LLC	REPLACED TIRE #88	3/2023	1090121668	1,400.33
23-47093	10-3081	PREMIER TRUCK/ATC FREIGHTLI	FUEL LINE UNIT #801	3/2023	120698440	150.32
					DEPARTMENT TOTAL:	6,960.17
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
23-46992	10-005373	CARD SERVICES/P1	100 PW DECALS	3/2023	C663829	75.75
23-47066	10-0225	GENUINE PARTS	TOOLS FOR FLEET SHOP	3/2023	7092-029029	529.44
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	380.46
23-47045	10-2305	HOIDALE CO INC	MAGPLUS/PROBEFLOAT/UNLEAD	3/2023	1135399	369.25
					DEPARTMENT TOTAL:	1,354.90
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
23-45069	10-0006	A WELDORS SUPPLY	MONTHLY FEES WELDING TANK	3/2023	261079	22.40
23-47008	10-005005	BRONCO EQUIPMENT RENTAL & S	EQUIPMENT FOR CEMETERY	3/2023	854445-0001-0002	234.03
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	28.93
23-45040	10-1063	OG&E	MONTHLY SVS	3/2023	20230307	311.87
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	1,421.48
23-47058	10-1622	WESTLAKE ACE HARDWARE	WATER HOSE/GARRISONPARK	3/2023	3503371	39.98
23-46500	10-2123	HOME DEPOT CREDIT SVCS	SHELTER BENCH ELDON LYON	3/2023	003668/0020282	33.40
23-47090	10-3544	OKLAHOMA STATE DEPT OF HEAL	FOOD SERVICES	3/2023	20230313	335.00
					DEPARTMENT TOTAL:	2,427.09
					FUND TOTAL:	51,565.33

FUND: 021- PUBLIC SAFETY FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-46541	10-004789	TRADS, INC	FEB 2023 TLO BILL	3/2023	20230228	170.00
23-47055	10-005373	CARD SERVICES/P1	PHOTOSTIK, INK, STAND	3/2023	20230301	366.96
					DEPARTMENT TOTAL:	536.96
					FUND TOTAL:	536.96

FUND: 031- CAPITAL IMPROVE PROJECTS SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >$25,000				
23-47111	10-006067	PARKHILL	CDBG ADMIN WL	3/2023	01210322.00	1,722.27
23-46291	10-2913	RUDY CONSTRUCTION CO	PAY APP 1 ACTIVE LIVING	3/2023	PAY APP 1	136,495.05
					DEPARTMENT TOTAL:	138,217.32
					FUND TOTAL:	138,217.32

Agenda: 03/21/2023
Item: 3 (C)

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 13, 2023
Subject: Public Improvement-Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to Construct Waterline to serve Bethany Business Park

Item: ODEQ Permit No. WL000055220100

Description: Construction of 46 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Waterline to serve Bethany Business Park, located in NE 1/4 of SE 1/4 of Section 18. T-9-N, R-4-W, Oklahoma County, Oklahoma in accordance with plans approved by the ODEQ on February 15, 2023.

RECOMMENDATION

1. Accept ODEQ Permit No. WL000055220100 for the construction of 46 linear feet of waterline and appurtenances to serve Bethany Business Park, Oklahoma County, Oklahoma.

ADDITIONAL COMMENTS
The above matters are on the consent docket because they involve routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 9, 2023

To: Elizabeth Gray

From: Robbie Williams

Subject: Waterline to serve Bethany Business Park
ODEQ Permit No. WL000055220100

The attached referenced ODEQ permit needs to be placed on the City Council agenda for acceptance. We recommend the City Council item read as follows:

Accepting Oklahoma Department of Environmental Quality Permit No. WL000055220100 for the construction of 46 linear feet of waterline and appurtenances to serve Bethany Business Park, Oklahoma County, Oklahoma.

Let me know if you need additional information.

3020 N.W. 149th Street • Oklahoma City, Oklahoma 73134 • Telephone (405) 752-1122 • Fax (405) 752-8855

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

February 15, 2023

Ms. Elizabeth Gray, City Manager
City of Bethany
6700 NW 36th Street
Bethany, Oklahoma 73008

Re: Permit No. WL000055220100
Waterline to serve Bethany Business Park
Facility No. 2005519

Dear Ms. Gray:

Enclosed is Permit No. WL000055220100 for the construction of 46 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Waterline to serve Bethany Business Park, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 15, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

AD/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Charles W. Allen, P.E., Allen Engineering Services, Inc.

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

PERMIT No. WL000055220100

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

February 15, 2023

Pursuant to O.S. 27A 2-6-304, the City of Bethany is hereby granted this Tier I Permit to construct 46 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Waterline to serve Bethany Business Park, located in NE 1/4 of SE 1/4 of Section 18, T-9-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved February 15, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) This water line does not provide fire flow.

2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].

7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

PERMIT No. WL000055220100

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen

AD

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Agenda: 03/21/2023
Item: 3 (D)

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 13, 2023
Subject: Public Improvement-Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to Construct Sewer Line to serve Bethany Business Park

Item: ODEQ Permit No. SL000055220101

Description: Construction of 366 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Sewer Line to serve Bethany Business Park, located in NE 1/4 of SE 1/4 of Section 18. T-9-N, R-4-W, Oklahoma County, Oklahoma in accordance with plans approved by the ODEQ on February 15, 2023.

RECOMMENDATION

1. Accept ODEQ Permit No. SL000055220101 for the construction of 366 linear feet of sanitary sewer line and appurtenances to serve Bethany Business Park, Oklahoma County, Oklahoma.

ADDITIONAL COMMENTS
The above matters are on the consent docket because they involve routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 9, 2023

To: Elizabeth Gray

From: Robbie Williams

Subject: Sewer Line to serve Bethany Business Park
ODEQ Permit No. SL000055220101

The attached referenced ODEQ permit needs to be placed on the City Council agenda for acceptance. We recommend the City Council item read as follows:

Accepting Oklahoma Department of Environmental Quality Permit No. SL000055220101 for the construction of 366 linear feet of sanitary sewer line and appurtenances to serve Bethany Business Park, Oklahoma County, Oklahoma.

Let me know if you need additional information.

3020 N.W. 149th Street • Oklahoma City, Oklahoma 73134 • Telephone (405) 752-1122 • Fax (405) 752-8855

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

February 15, 2023

Ms. Elizabeth Gray, City Manager
City of Bethany
6700 NW 36th Street
Bethany, Oklahoma 73008

Re: Permit No. SL000055220101
Sewer Line to serve Bethany Business Park
Facility No. S-20925

Dear Ms. Gray:

Enclosed is Permit No. SL000055220101 for the construction of 366 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Sewer Line to serve Bethany Business Park, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 15, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Adam Divine

D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

AD/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Charles W. Allen, P.E., Allen Engineering Services, Inc.

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

PERMIT No. SL000055220101

SEWER LINES

FACILITY No. S-20925

PERMIT TO CONSTRUCT

February 15, 2023

Pursuant to O.S. 27A 2-6-304, the City of Bethany is hereby granted this Tier I Permit to construct 366 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Sewer Line to serve Bethany Business Park, located in NE 1/4 of SE 1/4 of Section 18, T-9-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved February 15, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.

5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000055220101

SEWER LINES

FACILITY No. S-20925

PERMIT TO CONSTRUCT

9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen

AD

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Agenda: 03/21/2023
Item: 3 (E)

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 13, 2023
Subject: Public Improvement-Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to Construct Waterline to Holloway Avenue between NW 36th Street and NW 32nd Street

Item: ODEQ Permit No. WL000055230107

Description: Construction of 1,265 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Waterline Replacement to serve Holloway Avenue between NW 36th Street and NW 32nd Street, located in NW 1/4 of NW 1/4 of Section 21, T-12-N, R-4-W, Oklahoma County, Oklahoma in accordance with plans approved by the ODEQ on February 15, 2023.

RECOMMENDATION

1. Accept ODEQ Permit No. WL000055230107 for the construction of 1,265 linear feet of waterline and appurtenances to serve Holloway Avenue between NW 36th Street and NW 32nd Street, Oklahoma County, Oklahoma.

ADDITIONAL COMMENTS
The above matters are on the consent docket because they involve routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 9, 2023

To: Elizabeth Gray

From: Robbie Williams

Subject: CDBG Project
Waterline Replacement to serve Holloway Avenue between
NW 36th Street and NW 32nd Street
ODEQ Permit No. WL000055230107

The attached referenced ODEQ permit needs to be placed on the City Council agenda for acceptance. We recommend the City Council item read as follows:

Accepting Oklahoma Department of Environmental Quality Permit No. WL000055230107 for the construction of 1,265 linear feet of waterline and appurtenances to serve Holloway Avenue between NW 36th Street and NW 32nd Street, Oklahoma County, Oklahoma.

Let me know if you need additional information.

3020 N.W. 149th Street • Oklahoma City, Oklahoma 73134 • Telephone (405) 752-1122 • Fax (405) 752-8855

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

February 15, 2023

Ms. Elizabeth Gray, City Manager
City of Bethany
6700 NW 36th Street
Bethany, Oklahoma 73008

Re: Permit No. WL000055230107
Waterline Replacement to serve Holloway Avenue between NW 36th Street and NW 32nd Street
Facility No. 2005519

Dear Ms. Gray:

Enclosed is Permit No. WL000055230107 for the construction of 1,265 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Waterline Replacement to serve Holloway Avenue between NW 36th Street and NW 32nd Street, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 15, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Adam Divine

D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

AD/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Robert D. Williams, P.E., Triad Design Group

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

PERMIT No. WL000055230107

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

February 15, 2023

Pursuant to O.S. 27A 2-6-304, the City of Bethany is hereby granted this Tier I Permit to construct 1,265 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Waterline Replacement to serve Holloway Avenue between NW 36th Street and NW 32nd Street, located in NW 1/4 of NW 1/4 of Section 21, T-12-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved February 15, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) A fire flow of 1,500 gpm is needed in accordance with the 2009 International Fire Code. A reduction to 1,068 gpm has been accepted by the local fire marshal via letter.

2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].

7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000055230107

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen

AD

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA
RESOLUTION # 1666
March __, 2023

A RESOLUTION TO APPROVE PARTICIPATION IN WALGREENS SETTLEMENT AGREEMENT

WHEREAS, pharmaceutical opioids have harmed the City of Bethany, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical supply chain participants, including Walgreens Co. ("Walgreens").

WHEREAS, the City of Bethany, Oklahoma has claims against Walgreens and/or has filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Walgreens has agreed to settle the claims of the State of Oklahoma and certain Oklahoma subdivisions in the Walgreens Settlement Agreement dated December 9, 2022.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma hereby elects to participate, and hereby approves its participation in, the Walgreens Settlement Agreement, authorizes the Mayor, or the Mayor's designee, to execute the Subdivision Participation and Release Form contained in the Walgreens Settlement Agreement as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including dismissal with prejudice of the City of Bethany's claims against Walgreens.

THEREFORE, BE IT RESOLVED that City of Bethany, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Walgreens Settlement Agreement, and the other agreements related to the Walgreen Settlement Agreement referenced herein, for the benefit of the City of Bethany, Oklahoma, including executing any documents required to finalize the participation of the City of Bethany, Oklahoma in the Walgreens Settlement Agreement.

The City of Bethany, Oklahoma adopted the above Resolution on the _____day of _____, 2023.

CITY OF BETHANY, OKLAHOMA

_____
Mayor

Dated this ____day of _____, 2023.

ATTEST:

_____
City Clerk

WALGREENS SETTLEMENT AGREEMENT

WALGREENS SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of December 9, 2022 (the *"Agreement"),* sets forth the terms of settlement between and among the Settling States, the Participating Subdivisions, and Walgreens (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Walgreens and the Participating Subdivisions. This Agreement will then be filed as part of a Consent Judgment in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

Unless otherwise specified, the following definitions apply:

A. *"Additional Remediation Amount."* The amount available to the Settling States totaling up to $31,921,103, to be paid in accord with the payment schedule at Exhibit M-3.

B. *"Adjusted State Remediation Payment."* The State Remediation Payment reduced by the Overall State Allocation for each Non-Settling State on Exhibit F-2. For the avoidance of doubt, this amount shall be the same as the Base State Remediation Payment reduced by the State Global Allocation Percentage for each Non-Settling State and Florida on Exhibit F-1.

C. *"Agreement."* This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

D. *"Alleged Harms."* The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Released Entities.

E. *"Allocation Statute."* A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. An Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

F. *"Annual Remediation Payment."* The amount payable to the Settlement Fund by Walgreens for Settling States' Base Payments and Incentive Payments on the Payment Date for each Payment Year, as calculated by the Settlement Fund Administrator.

G. *"Annual Fees Payment."* The amounts payable by Walgreens in each Payment Year comprised of the State AG Fees and Costs payment and Additional Remediation Amount,

as reduced for non-Settling States, and the Private Attorneys Fees, including any reduction to the Contingency Fee Fund, and not including the Annual Remediation Payment.

H. "*Annual Maximum.*" As defined in Section IV.B.2.

I. *"Appropriate Official."* As defined in Section XIII.G.3.

J. *"Bankruptcy Code."* Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

K. *"Bar."* Either: (1) a law barring Subdivisions in a State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the State (or, in a State with a single intermediate court of appeals, the intermediate court of appeals) when setting forth the general principle that Subdivisions in the State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Remediation Payments by Walgreens under this Agreement) shall not constitute a Bar.

L. "*Base Payment.*" As defined in Section **Error! Reference source not found.**..

M. "*Base State Remediation Payment*" shall be $5,150,000,000.

N. "*Case-Specific Resolution.*" Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the annual payments by Walgreens under this Agreement) shall not constitute a Case-Specific Resolution.

O. *"Claim."* Any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement,

attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

P. *"Claim-Over."* A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

Q. "*Compensatory Restitution Amount.*" The aggregate amount paid or incurred by Walgreens hereunder for Opioid Remediation, which includes each Annual Remediation Payment and does not include amounts paid as attorneys' fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys' fees, investigation costs or litigation costs, which shall be up to the amount of the Adjusted State Remediation Payment.

R. *"Consent Judgment."* A consent judgment in a form to be agreed by the Settling States and Walgreens prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section X.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

S. *"Covered Conduct."* Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) compounding, counseling and documentation relating to any Product or class of Products (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (5) diversion control programs or suspicious order monitoring;

T. "*Deferred Payment Notice*." As defined in Section IV.K.4.

U. "*Designated State.*" The State of New York.

V. "*Effective Date.*" The date sixty (60) calendar days after the Reference Date.

W. "*Eligible States.*" The states, commonwealths, and territories of the United States of America, excluding Florida.

X. "*Enforcement Committee.*" A committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational

bylaws of the Enforcement Committee. Notice pursuant to Section XIII.S shall be provided when there are changes in membership or contact information.

Y. *"Final Order."* An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

Z. "*Global Settlement Amount.*" The Global Settlement Amount is $5,522,528,766which is comprised of the Adjusted State Remediation Payment, Private Attorneys Fees, State AG Fees and Costs, and Additional Remediation Amount

AA. "*Implementation Administrator*." The vendor agreed to by Walgreens and the Enforcement Committee, and retained by Walgreens for costs of up to $1,500,000, to provide notice pursuant to Section VII.A and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Participation Agreements.

BB. *"Incentive Payment A."* The incentive payment described in Section IV.H.4.

CC. "*Incentive Payment A Catch-up Payment*." As defined in Section IV.H.4.f.

DD. *"Incentive Payment BC."* The incentive payment described in Section IV.H.5.

EE. *"Incentive Payment D."* The incentive payment described in Section IV.H.6.

FF. *"Initial Participating Subdivision."* A Subdivision that meets the requirements set forth in Section VII.D.

GG. *"Initial Participation Date."* The date ninety (90) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of Walgreens and the Enforcement Committee.

HH. *"Injunctive Relief Terms."* The terms described in Section III and set forth in Exhibit P.

II. *"Later Litigating Subdivision."* A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose

Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

JJ. *"Later Participating Subdivision."* A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VILE.

KK. *"Litigating Subdivision."* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided, however,* that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

LL. "*National Arbitration Panel.*" The panel comprised as described in Section VI.F.2.b.

MM. "*National Disputes.*" As defined in Section VI.F.2.a.

NN. *"Non-Litigating Subdivision."* Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

OO. "*Non-Litigating Threshold Subdivisions.*" Primary Subdivisions (a) with populations greater than 30,000 that have not sued Walgreens as of the Initial Subdivision Participation Date and (b) with populations between 10,000 and 30,000 that have not sued Walgreens but have sued McKesson, AmerisourceBergen, Cardinal or Janssen related to any allegations regarding the Products.

PP. *"Non-Participating Subdivision."* Any Subdivision that is not a Participating Subdivision.

QQ. *"Non-Party Covered Conduct Claim."* A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

RR. *"Non-Party Settlement."* A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

SS. *"Non-Released Entity."* An entity that is not a Released Entity.

TT. "*Non-Settling State.*" Any Eligible State that is not a Settling State.

UU. *"Opioid Remediation."* Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures[1] except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

VV. "*Opioid Tax.*" Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a State on Walgreens on the sale, transfer or distribution of opioid products; *provided, however*, that none of the following as currently enacted shall be considered an Opioid Tax for purposes of this Agreement: 16 Del. Code Chapter 48B; fees assessed by the Minnesota Board of Pharmacy under Minnesota Statutes section 151.065; any penalty assessed under Minnesota's Opiate Product Registration Fee law, Minnesota Statutes section 151.066; the MinnesotaCare Wholesale Drug Distributor and Use Tax, Minnesota Statutes section 292.52; the Excise Tax on sale of Opioids, Article 20-D of New York's Tax Law; the Opioid Stewardship Act, Article 33, Title 2-A of New York's Public Health Law; and Rhode Island's Opioid Stewardship Act, R.I. Gen. Laws §§ 21-28.10, *et seq*.).

WW. "*Overall Allocation Percentage*." A Settling State's percentage as set forth in Exhibit F-2.

XX. *"Participating Subdivision."* Any Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.B and Section VII.C. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

YY. "*Participation Percentage of Incentive BC Eligible Subdivision Population*." As defined in Section IV.H.5.e.

ZZ. *"Parties."* Walgreens and the Settling States (each, a *"Party").*

AAA. *"Payment Date."* The date on which Walgreens makes the Annual Remediation Payment pursuant to Section IV.B. For the avoidance of doubt, the date on which the Annual Fee Payments (including without limitation State AG Fees and Costs and Additional Remediation Amounts) are made is December 31 for each Payment Year in which Annual Fee Payments are due pursuant to Exhibit M-3, which may be a different date than the Payment Date.

BBB. *"Payment Year."* The Walgreens' fiscal year during which the applicable Annual Remediation Payment and/or Annual Fees Payment is due pursuant to Exhibit M-2 and Exhibit M-3. Walgreens' fiscal year is September 1-August 31. Payment Year 1 is September 1, 2022-

[1] Reimbursement includes amounts paid to any governmental entities for past expenditures or programs

August 31, 2023, Payment Year 2 is September 1, 2023-August 31, 2024 and so forth. References to payment *"for a Payment Year"* mean the Annual Remediation Payment and/or Annual Fees Payment (including without limitation State AG Fees and Costs and Additional Remediation Amounts) due during that year. References to eligibility *"for a Payment Year"* mean eligibility in connection with the Annual Remediation Payment due during that year.

CCC. "*Post-Suspension Payment.*" As defined in Section IV.K.2.

DDD. "*Primary Fire District.*" A fire district that covers a population of 25,000, or 0.20% of an Eligible State's population if an Eligible State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the Eligible State and Walgreens, a fire district's population is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties. "Primary Fire Districts" shall mean fire districts as identified in connection with the implementation of the July 21, 2021 Janssen Settlement Agreement.

EEE. "*Preliminary Agreement Date*." The date on which Walgreens is to inform the Settling States of their determination whether the condition in Section II.B has been satisfied. The Preliminary Agreement Date shall be no more than ten (10) calendar days after the end of the notice period to States, unless it is extended by written agreement of the Walgreens and the Enforcement Committee.

FFF. *"Primary Subdivision."* A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each Eligible State.

GGG. *"Prior Litigating Subdivision."* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,* that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Walgreens and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

HHH. "*Private Attorney Fees"* are the amount to be paid by Walgreens for private attorneys' litigation fees and costs on behalf of Participating Subdivisions. The Private Attorney Fees are 12.4% times the Base State Remediation Payment with the maximum amount being $638,600,000. For avoidance of doubt, Private Attorney Fees do not include State AG Fees and Costs or Additional Remediation Amount.

III. *"Product."* Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used

together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

JJJ. *"Reduced Payment Termination Date."* As defined in Section IV.K.3.

KKK. *"Reference Date."* The date on which Walgreens is to inform the Settling States of its determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of Walgreens and the Enforcement Committee.

LLL. *"Released Claims."* Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against Walgreens, including claims arising from Walgreens' acquisition of other firms or assets prior to the Reference Date, by a Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, Subdivision, or Releasor (whether or not such State, Subdivision, or Releasor has brought such action or proceeding), including any subsidiaries thereof to the extent permissible by law. Released Claims include any claims of a Non-Released Entity held by a Released Entity by way of assignment. Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

MMM. *"Released Entities."* With respect to Released Claims, Walgreens and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of Walgreens; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of Walgreens or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of

Walgreens or its subsidiaries, including in any Walgreens or subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of Walgreens (solely in their capacity as parents or shareholders of Walgreens with respect to Covered Conduct); and (6) any insurer of Walgreens or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section X.C). An illustrative list of Walgreens' present joint ventures, subsidiaries and affiliates and predecessor entities is set forth in Exhibit J. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. Any joint venture or past or present subsidiary of Walgreens is a Released Entity, including any joint venture between Walgreens and any distributor, provided, however, that any joint venture partner of Walgreens or any of Walgreens subsidiaries is not a Released Entity unless it falls within subsections (1)-(6) above. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit J represents a good faith effort by Walgreens to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of Walgreens are Released Entities, whether or not they are listed on Exhibit J. For the avoidance of doubt, Exhibit J is illustrative, not exhaustive, and may not specifically identify or correctly name each and every Released Entity. Any entity acquired, or joint venture entered into, by Walgreens after the Reference Date is not a Released Entity.

NNN. *"Releasors."* With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General's and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General , and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae,* sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section X.F. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority.

OOO. *"Remediation Accounts Fund."* The component of the Settlement Fund described in Section V.C.

PPP. *"Revocation Event."* With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on

Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

QQQ. *"Settlement Class Resolution."* A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Walgreens other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that State opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

RRR. *"Settlement Fund."* The interest-bearing fund established pursuant to this Agreement into which the Annual Remediation Payments are made under Section IV.

SSS. *"Settlement Fund Administrator."* The entity that annually determines the Annual Remediation Payment (including calculating suspension, offset or reduction and Incentive Payments pursuant to Section IV and any amounts subject to offset or reduction pursuant to Section XI and Section XII), administers the Settlement Fund, and distributes amounts into the Remediation Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, Walgreens and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator's fees and costs, all of which shall be appended to the Agreement as Exhibit L.

TTT. *"Settlement Fund Escrow."* The interest-bearing escrow fund established pursuant to this Agreement to hold disputed payments made under this Agreement, and to hold the first Annual Remediation Payment until the Effective Date.

UUU. *"Settlement Payment Schedule."* The schedule attached to this Agreement as Exhibit M-1, Exhibit M-2, and Exhibit M-3.

VVV. "*Settling State.*" An Eligible State that has entered into this Agreement and delivers executed releases in accordance with Section VIII.A.

WWW. "*State*." The states, commonwealths, and territories of the United States of America, as well as the District of Columbia. The States are listed in Exhibit F-1. Additionally, the use of non-capitalized "state" to describe something (*e.g.*, "state court") shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, "territorial court").

XXX. *"State Allocation."* The State Remediation Payment multiplied by the percentage for each State listed in Exhibit F-2. For the avoidance of doubt, this amount shall be the same as the Base State Remediation Payment multiplied by the percentage for each Eligible State listed in Exhibit F-1, and it does not include the Additional Remediation Amount.

YYY. *"State AG Fees and Costs."* The amount to be paid by Walgreens to the States for their litigation fees and costs pursuant to Exhibit S and Exhibit T. The State AG Fees and Costs are 2% times the State Remediation Payment, minus the Additional Remediation Amount, with the maximum amount being $63,842,206.

ZZZ. *"State Fund."* The component of the Settlement Fund described in Section V.C.

AAAA. "*State Global Allocation Percentage.*" The allocation percentages for all States as set forth in Exhibit F-1, which represents allocations before the credit for Walgreens' settlement with the State of Florida is applied.

BBBB. "*Statewide Payment Amount."* The amount from an Annual Remediation Payment to be paid to a Settling State, its separate types of funds (if applicable), and its Participating Subdivision listed on Exhibit G.

CCCC. "*State Remediation Payment."* The maximum amount owed by Walgreens to the States and Subdivisions, exclusive of the Private Attorney Fees, State AG Fees and Costs, Additional Remediation Amount, and is in the amount of $4,788,165,456, consisting of the Base State Remediation Payment and including a credit for Walgreens' settlement with the State of Florida in the amount of 7.02591344086813% of the Base State Remediation Payment. An additional credit for Walgreens' settlement with Suffolk and Nassau Counties in New York State in the amount of 15.31% of New York's State Allocation will be applied to New York's State Allocation pursuant to Section IV.L. For the avoidance of doubt, the credit for Walgreens' settlement with Suffolk and Nassau Counties in New York State does not reduce the State Remediation Payment as defined herein, but shall nevertheless reduce the amount owed by Walgreens pursuant to this Agreement to New York State and its Subdivisions.

DDDD. "*State-Specific Agreement.*" As defined in Section IV.J.

EEEE. *"State-Subdivision Agreement."* An agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise a State-

Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

FFFF. *"Statutory Trust."* A trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made using funds from the Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State's Settlement Fund, but this is not required.

GGGG. *"Subdivision."* Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision, subdivision official (acting in an official capacity on behalf of the subdivision) or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae,* or any other capacity. "General Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.[2] The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.[3] "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.[4] References to a State's Subdivisions or to a Subdivision "in," "of," or "within" a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State; *provided, however,* that a "Health District" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary. Each of Lake and Trumbull Counties of Ohio shall not be considered "Subdivisions" for purposes of this Agreement.

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[2] https://www.census.govidataidatasets/2017/econ/gus/public-use-files.html.

[3] *E.g.*, U.S. Census Bureau, "Technical Documentation: 2017 Public Use Files for State and Local Government Organization" at 7 (noting that "the Census Bureau recognizes five basic types of local governments," that three of those are "general purpose governments" (county governments, municipal governments, and township governments), and that the other two are "school district and special district governments"), https://www2.census.gov/programs-surveysigus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

[4] A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by "FUNCTION_NAME." "Govt_Units_2017_Final" spreadsheet, "Special District" sheet, included in "Independent Governments - list of governments with reference information," https://www.census.govidataidatasets/2017/econ/gus/public-use-files.html. As used herein, "Fire District" corresponds to Special District function name "24 — Local Fire Protection," "Health District" corresponds to Special District function name "32 — Health," "Hospital District" corresponds to Special District function name "40 —Hospitals," and "Library District" corresponds to Special District function name "52 — Libraries." *See id.*

HHHH. *"Subdivision Allocation Percentage."* The portion of a Settling State's Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V if it becomes a Participating Subdivision. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

IIII. *"Subdivision Fund."* The component of the Settlement Fund described in Section V.A.

JJJJ. *Subdivision Settlement Participation Form"* The form attached as Exhibit K that Participating Subdivisions must execute and return to the Implementation Administrator or Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision's claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision

KKKK. *"Threshold Motion."* A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

LLLL. *"Total Available Amount."* The sum of (1) the Adjusted State Remediation Payment, (2) State AG Fees and Costs payment and Additional Remediation Amount, as reduced for non-Settling States and (3) the Private Attorneys Fees, including any reduction to the Contingency Fee Fund.

MMMM. *"Trigger Date."* In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

NNNN. *"Walgreens."* Walgreen Co.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States.* On December 7 2022 this Agreement shall be distributed to all States. The States' Attorneys General shall then have until December 30, 2022 to decide whether to become Settling States. States that determine to become Settling States shall so notify Walgreens and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of Walgreens and the Enforcement Committee.

B. *Condition to Preliminary Agreement*. Following the notice period set forth in Section II.A above, Walgreens shall determine whether, in its sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If Walgreens determines that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee on the Preliminary Agreement Date. If Walgreens determine that this condition has not been satisfied, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of Walgreens and the Enforcement Committee. If a State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before June 30, 2023, the Subdivisions in that State that become Participating Subdivisions within ninety (90) calendar days of the State becoming a Settling State shall be considered Initial Participating Subdivisions. A State may not become a Settling State after June 30, 2023.

D. *Litigation Activity.* Following the Preliminary Agreement Date, States that determine to become Settling States shall make reasonable efforts to cease litigation activity against Walgreens, including by jointly seeking stays or, where appropriate, severance of claim against Walgreens, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Annual Remediation Payments*

1. Walgreens shall make fifteen (15) Annual Remediation Payments, each comprised of Base Payments and Incentive Payments as provided in this Section IV and as determined by the Settlement Fund Administrator as set forth in this Agreement, *provided that* the Annual Remediation Payment in Payment Year 1 shall consist solely of Base Payments.

2. The combination of the Annual Remediation Payment and the Annual Fee Payment in any given Payment Year shall not exceed one-fifteenth ($1/15^{th}$) of the Total Available Amount (the "Annual Maximum"). Payments may be lower than one-fifteenth ($1/15^{th}$) of the Total Available Amount due to credits and incentive eligibility. In the event that the full amount of the Annual Remediation Payment calculated by the Settlement Fund Administrator pursuant to Section IV.C exceeds the Annual Maximum, Settling States will be paid a prorated amount of payment available up to the Annual Maximum, and any unpaid amount will be due the following Payment Year and each succeeding Payment Year until the remediation is fully paid. The payment schedule for the Annual Remediation Payments is attached hereto as Exhibit M-2. The payment schedule for the Annual Fee Payments is attached hereto as Exhibit M-3.

C. *Settlement Fund Payment Process*

1. To determine each Annual Remediation Payment for Payment Year 2 forward, the Settlement Fund Administrator shall use the data as of sixty (60) days prior to the Payment Date for each payment, unless another provision of the Agreement specifies a different date. Prior to the Effective Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for the Settlement Fund Administrator obtaining relevant data and for distributing funds to the Settling States and their Participating Subdivisions listed on Exhibit G consistent with the terms of this Agreement as quickly as practical.

2. The Settlement Fund Administrator shall determine the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, consistent with the provisions in Exhibit L, by:

a. Determining, for each Settling State, the amount of Base Payments and Incentive Payments to which the State is entitled by applying the criteria under Section IV.F, Section IV.G, and Section IV.H;

b. applying any offsets, credits or reductions as specified under Section IV, Section XI, and Section XII;

c. applying the annual cap on payments as specified under Section IV.B.

d. applying any adjustment required as a result of significant financial constraint, as specified under Section IV.K

e. determining the total amount owed by Walgreens to all Settling States and the Participating Subdivisions listed on Exhibit G; and

f. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, the Annual Remediation Payment pursuant to Section V among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on Exhibit G.

3. If, no later than fifty (50) days prior to the Payment Date, Walgreens and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amount of the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, Walgreens shall pay the agreed-upon Annual Remediation Payment amount on the Payment Date and the Settlement Fund Administrator shall treat those amounts as the determination described in Section IV.C.2. If the Settlement Fund Administrator is not so informed, it shall give notice to Walgreens, the Settling States, and the Enforcement Committee of the amount of the Annual Remediation Payment, and the Statewide Payment Amount for each Settling State, following the determination described in Section IV.C.2, and the following timeline shall apply:

a. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, Walgreens, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Annual Remediation Payment or the Statewide Payment Amount for a Settling State. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Walgreens identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

b. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Walgreens identifying the basis for disagreement with the notice of dispute.

c. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Walgreens shall pay the adjusted amount, collectively totaling that year's Annual Remediation Payment, on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Walgreens of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however*, that in no circumstances shall the preliminary amount to be paid be higher than the Annual Maximum as set forth in Section IV.B.2. For the avoidance of doubt, a transfer of payments from the Settlement Fund Escrow for other Payment Years does not count toward determining whether the amount to be paid is higher than the Annual Maximum.

d. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Walgreens into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4.

4. If a Settling State informs the Settlement Fund Administrator that it and its Participating Subdivisions listed on Exhibit G have agreed on the amount of its Statewide Payment Amount, determined pursuant to Section IV.C.2 or Section IV.C.3, to be distributed to the Settling State, among its separate types of funds (if applicable), and among its Participating Subdivisions listed on Exhibit G, the Settlement Fund Administrator shall disburse the Statewide Payment Amount pursuant to the consensus distribution amounts provided by the Settling State as quickly as practical. For a Settling State that does not so notify the Settlement Fund Administrator, the Settlement Fund Administrator shall allocate the Settling State's Statewide Payment Amount, pursuant to Section V, among the separate types of funds for the Settling State (if applicable), and among its Participating Subdivisions listed on Exhibit G using the following procedures:

a. As soon as possible for each payment and following the determination described in Section IV.C.2 or Section IV.C.3, the Settlement Fund Administrator shall give notice to the relevant Settling States and their Participating Subdivisions listed on Exhibit G of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Participating Subdivision listed on Exhibit G for each Settling State.

b. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any Settling State or Participating Subdivision listed on Exhibit G may dispute, in writing, the calculation of the amount to be received by the relevant Settling State and/or its Participating Subdivision listed on Exhibit G. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, any affected Settling State, and any affected Participating Subdivision identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

c. Within twenty-one (21) days of the sending of a written notice of dispute, any affected Settling State or any affected Participating Subdivision may submit a response, in writing, to the Settlement Fund Administrator, any affected Settling State and any affected Participating Subdivision identifying the basis for disagreement with the notice of dispute.

d. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute.

e. The Settlement Fund Administrator shall place any disputed amount into the Settlement Fund Escrow and shall disburse any undisputed amount to the Settling State and its Participating Subdivisions eligible for payment.

5. Disputes described in this subsection shall be resolved in accordance with the terms of Section VI.F.

6. The Settlement Fund Administrator may combine the disbursements of Annual Remediation Payments with disbursement of funds under other comparable opioid settlements. In determining when disbursements for each Annual Remediation Payment will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

7. For the avoidance of doubt, a Subdivision not listed on Exhibit G shall not receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

D. *Procedure for Annual Remediation Payment in Payment Year 1*. The process described in Section IV.C shall not apply to Payment Year 1. The procedure in lieu of Section IV.C for Payment Year 1 is as set forth below:

1. The Payment Date for Payment Year 1 is December 31, 2022 or five (5) business days after the Preliminary Agreement Date, whichever is later. Walgreens shall pay into the Settlement Fund Escrow the total amount of the Base Payment for the Eligible States that have agreed to become Settling States, pursuant to Section II.A, as of December 31, 2022 or the Preliminary Agreement Date, whichever is later. This amount shall be calculated by multiplying the aggregate Overall Allocation Percentage attributable to Eligible States that have agreed to become Settling States by the amount specified in Exhibit M-2 for Payment Year 1. Walgreens shall inform the Enforcement Committee of the Statewide Payment Amount for each Eligible State that has agreed to become a Settling State as of December 31, 2022 or the Preliminary Agreement Date, whichever is later.

2. In the event that, in accordance with the terms of Section VIII.A, Walgreens determines not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the Settlement Fund Escrow shall immediately revert to Walgreens. If the condition set forth in Section VIII.A is met, Walgreens shall pay into the Settlement Fund Escrow, no later than five (5) business days after the Reference Date, the difference between the existing escrowed amount and the total amount of the Base Payment for the Settling States as of the Initial Participation Date, which shall be calculated by multiplying those Settling States' Overall Allocation Percentage by the amount specified in Exhibit M-2 for Payment Year 1. Walgreens shall inform the Enforcement Committee of the Statewide Payment Amount for each Settling State with money included in the payment.

3. The Annual Remediation Payment for Payment Year 1 placed in the Settlement Fund Escrow pursuant to Section IV.D.1 or Section IV.D.2 shall be transferred by the Settlement Fund Administrator on the Effective Date from the Settlement Fund Escrow to the Settlement Fund for distribution to each Settling State and to its Initial Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4 through Section IV.C.7; *provided, however,* that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions listed on Exhibit G shall not be disbursed until ten (10) calendar days after the entry of the Consent Judgment in that State.

E. *Payment Date for Payment Years 2 through 15.* The Payment Date for Payment Year 2 is December 31, 2023. The Payment Date for Payment Year 3 is March 31, 2025, and the Payment Date for Payment Years 4 through 14 shall be each successive March 31. The Payment Date for Payment Year 15 is December 31, 2036. The Annual Remediation Payments for those Payment Years shall be made pursuant to the process set forth in Section IV.C.

F. *Offsets to Annual Remediation Payments to the Settlement Fund for Non-Settling States.* An offset equal to $4,788,165,456 times the Overall Allocation Percentage assigned to each Non-Settling State in Exhibit F-2 shall be deducted from the total amount to be paid by Walgreens to the Settlement Fund. For the avoidance of doubt, the Adjusted State Remediation Payment is calculated in a way that reflects this offset. The Base Payments and Incentive Payments are also subject to suspension, offset, and reduction as provided in Section IV.K, Section XI and Section XII.

G. *Base Payments.*

1. Subject to the offset and reduction provisions set forth in Section XI and Section XII, Walgreens shall make Base Payments into the Settlement Fund in an amount equal to forty-one percent (41%) of the Adjusted State Remediation Payment. The maximum total for Base Payments is $1,963,147,836. The Base Payments shall be due in installments consistent with Exhibit M-2 over the fifteen (15) Payment Years, subject to potential offsets for Non-Settling States as provided in Section IV.F.

2. The Base Payment for any Settling State in each Payment Year shall be the Base Payment for that Payment Year specified in Exhibit M-2 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2.

H. *Incentive Payments.*

1. Subject to the offset and reduction provisions set forth in Section XI and Section XII, Walgreens shall make potential additional incentive payments totaling up to a maximum of fifty-nine percent (59%) of the Adjusted State Remediation Payment, with the Incentive Payment amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payments is $2,825,017,620.

2. A Settling State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements specified below. The maximum total Incentive Payment for any Settling State shall be no more than the maximum total for Incentive Payments listed in Section IV.H.1 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2. Incentive Payments are state-specific, with the actual amount depending on whether and the extent to which the criteria set forth below are met in such Settling State.

3. The incentive payments shall be divided among three (3) categories, referred to as Incentive Payments A, BC and D. Incentive Payments A and BC will be due in installments over the fourteen (14) Payment Years beginning with Payment Year 2, and Incentive Payment D will be due in installments over Payment Years 6 through 15, as shown on Exhibit M-2. The total amount of incentive payments in an Annual Remediation Payment shall be the sum of the incentive payments for which the individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below. For the avoidance of doubt, eligibility for Incentive Payments A, BC, and D shall be determined on a Settling State-by-Settling State basis.

4. Incentive Payment A.

a. Incentive Payment A is mutually exclusive with Incentive Payments BC and D; if a Settling State receives Incentive Payment A in an Annual Remediation Payment, such Settling State is not eligible for Incentive Payments BC or D in that Annual Remediation Payment.

b. Incentive Payment A shall be equal to fifty-nine percent (59%) of the Adjusted State Remediation Payment, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Remediation Payment over fourteen (14) Payment Years, starting in Annual Remediation Payment 2, and shall equal a total potential maximum of $2,825,017,620 if all states are eligible. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State is eligible, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M-2 times the Settling State's Overall Allocation Percentage.

c. Eligibility for Incentive Payment A is as follows: A Settling State is eligible for Incentive Payment A if, as of two (2) years of the Effective Date: (i) there is a Bar in that State in full force and effect, (ii) there is a Settlement Class Resolution in that State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a State's population, whichever is greater, Hospital Districts that have at least one hundred twenty-five

(125) hospital beds in one or more hospitals rendering services in that district, and Primary Fire Districts; or (iv) a combination of the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions *(e.g.*, a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. Walgreens and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

d. A Settling State that is not eligible for Incentive Payment A as of two (2) years after the Effective Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

e. Walgreens shall indicate before the Initial Participation Date whether existing legislation in a Settling State is sufficient to qualify as a Bar.

f. If a Settling State is not eligible for Incentive Payment A as of the Payment Date for Payment Year 2, and becomes eligible for Incentive Payment A as of Payment Date for Payment Year 3, it shall receive the payment that it would have received for Incentive Payment A for Payment Year 2 (the "Incentive Payment A Catch-up Payment") beginning on the Payment Date for Payment Year 3. If a Settling State is not eligible for Incentive Payment A as of the Payment Date for Payment Year 3, and becomes eligible for Incentive Payment A as two (2) years after the Effective Date, it shall receive the payment that it would have received for Incentive Payment A for Payment Years 2 and 3 (also an "Incentive Payment A Catch-up Payment") beginning on the Payment Date for Payment Year 4. The Incentive A Catch-up Payment shall be reduced by any amounts paid to the Settling State under Incentives Payments B or C prior to the Settling State's eligibility for Incentive Payment A. The Incentive Payment A Catch-up Payment is subject to the Annual Maximum as set forth in Section IV.B.2. In the event that the full amount of Incentive Payment A Catch-up Payments is limited by the Annual Maximum, the process set forth in Section IV.B.2 shall apply.

g. If Walgreens made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the State requalifies for Incentive Payment A through any method pursuant to Section IV.H.4.b, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Walgreens in the interim, except that, if the re-imposition occurs after the completion of opening statements in a

trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by Walgreens).

5. Incentive Payment BC.

a. Incentive Payment BC shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment BC shall be up to a maximum of fifty-six percent (56%) of the Settling State's State Allocation. Incentive Payment A will be due to a Settling State as part of the Annual Remediation Payment over fourteen (14) Payment Years, starting in Annual Remediation Payment 2. Subject to Section IV.F, Incentive Payment BC shall equal a total potential maximum of $2,681,372,654 if all states are eligible.

c. A Settling State may earn Incentive Payment BC in Annual Remediation Payments 2 through 15 and may receive, when combined with the Settling State's Base Payment, a maximum of up to ninety-seven 97% of the Settling State's State Allocation. The maximum Incentive Payment BC for any Settling State in a given Payment Year shall be the Incentive Payment BC for that Payment Year specified in Exhibit M-2 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2, provided such Settling State becomes eligible for Incentive Payment BC by sixty (60) days before the Payment Date for Payment Year 6.

d. The amount of Incentive Payment BC for which a Settling State is eligible shall be determined based on the aggregate population of the Settling State's Incentive BC Subdivisions that are Participating Subdivisions or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of all the Settling State's Incentive BC Subdivisions. The Settling State's Incentive BC Subdivisions are (i) all Litigating Subdivisions (including School Districts and Special Districts) and (ii) all Non-Litigating Threshold Subdivisions (collectively, all Litigating Subdivisions and all Non-Litigating Threshold Subdivisions are "*Incentive BC Subdivisions*").

e. The percentage of the Settling State's maximum Incentive Payment BC for the Payment Year provided by Section IV.H.5.c to which the Settling State is entitled shall be determined according to the table of Incentive BC payment levels below:

Participation Percentage of Incentive BC Eligible Subdivision Population[5]	Incentive Payment BC Percentage for the Relevant Payment Year
Less than 85%	0%
85% or more but less than 86%	3.57%
86% or more but less than 87%	8.93%
87% or more but less than 88%	14.29%
88% or more but less than 89%	19.64%
89% or more but less than 90%	25%
90% or more but less than 91%	30.36%
91% or more but less than 92%	35.71%
92% or more but less than 93%	41.07%
93% or more but less than 94%	46.43%
94% or more but less than 95%	51.79%
95% or more but less than 96%	60.71%
96% or more but less than 97%	68.75%
97% or more but less than 98%	76.79%
98% or more but less than 99%	84.82%
99% or more but less than 100%	92.86%
100%	100%

[5] The "Participation Percentage of Incentive BC Eligible Subdivision Population" shall be determined by the aggregate population of the Settling State's Incentive BC Subdivisions that are Participating Subdivisions, or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of the Settling State's Incentive BC Subdivisions. In calculating the Settling State's population that resides in Incentive BC Subdivisions, the population of the Settling State's Incentive BC Subdivisions shall be the sum of the population of all Incentive BC Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive BC Subdivision. An individual Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Subdivision will be excluded from the numerator or denominator under this sentence unless a Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Subdivision to be excluded.

f. For Payment Years 2-5, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date. For Payment Years 6-15, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date for Payment Year 6. If Incentive BC Eligible Subdivisions that have become Participating Subdivisions, or achieved Case-Specific Resolution status, collectively represent less than eighty-five percent (85%) of a Settling State's Incentive BC Eligible Subdivision population by sixty (60) days before the Payment Date for Payment Year 6, the Settling State shall not receive any Incentive Payment BC.

g. If there are no Incentive BC Eligible Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment BC because it is not eligible for Incentive Payment A, that Settling State will receive its maximum Incentive Payment BC for that Annual Remediation Payment provided by Section IV.H.5.c.

6. Incentive Payment D.

a. Incentive Payment D shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment D shall be equal to up to a maximum of ten percent (10%) of the Adjusted State Remediation Payment, with the actual amount depending whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payment D is $478,816,550.[6]

c. Incentive Payment D shall be paid starting at Payment Year 6 and the amount of Incentive Payment D in Payment Years 6-15 will depend on (i) the Settling State's eligibility as set out in Section IV.H.6.d and (ii) the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6.

d. A Settling State is eligible for Incentive Payment D if no Later Litigating Subdivision (for purposes of Incentive Payment D, Later Litigating Subdivisions are limited to (i) a Primary Subdivision; (ii) a school district with a

[6] The Incentive Payment BC table specified in Section IV.H.5.f and Incentive Payment D table specified in Section IV.H.6.e operate so that the combined amount of Incentive Payment BC and Incentive Payment D cannot exceed fifty-nine percent (59%) of the Adjusted State Remediation Payment over the term of the Agreement. Walgreens will have no obligation to pay more than $2,825,017,620 for the combined amounts of Incentive Payment BC and Incentive Payment D minus any offsets for Non-Settling States specified in Section IV.F.

K-12 student enrollment of at least 25,000 or 0.10% of the State's population, whichever is greater; (iii) a health district or hospital district that has at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and (iv) Primary Fire Districts) in that State has a lawsuit against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

e. A Settling State's eligibility for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date ("*Incentive Payment D Look-Back Date*"). If a Later Litigating Subdivision's lawsuit in that State survives more than six (6) months after denial in whole or in part a Threshold Motion after that date, that State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

f. The Incentive Payment D for any Settling State eligible for Incentive Payment D in Payment Years 6-15 shall be equal to between three percent (3%) and ten percent (10%) of the of the State Remediation Payment times the Settling State's Overall Allocation Percentage specified in Exhibit F-2. The applicable percentage shall be determined based on the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6 as shown in the table below:

Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days prior to the Payment Date for Payment Year 6	**Each Eligible Settling State's Applicable Incentive Payment D Percentage**
Participation of less than 95%	10% of State Allocation
Participation of 95% but less than 96%	9% of State Allocation
Participation of 96% but less than 97%	8% of State Allocation
Participation of 97% but less than 98%	7% of State Allocation
Participation of 98% but less than 99%	6% of State Allocation
Participation of 99% but less than 100%	5% of State Allocation
Participation of 100%	3% of State Allocation

g. Incentive Payment D shall be paid in the installments of ten percent (10%) per year. In the event that the full amount of Incentive D is limited by the Annual Maximum, the process set forth in Section IV.B.2 shall apply. Prior to making the Annual Remediation Payment for Payment Years 6 through 15, the Settlement Fund Administrator shall determine a Settling State's eligibility for Incentive Payment D as of the Incentive Payment D Look-Back Date for that Payment Year. Prior to the Incentive Payment D Look-Back Date for each Payment Year, Walgreens may provide the Settlement Fund Administrator and the Enforcement Committee with notice identifying any Settling State(s) it

believes do not qualify for Incentive Payment D and information supporting its belief.

h. Notwithstanding Section IV.H.6.d and Section IV.H.6.e, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D less any litigation fees and costs incurred by Walgreens in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

I. In no event shall any Settling State receive Base Payments and Incentive Payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F-2 times the State Remediation Payment.

J. *State Specific Agreements.* Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) Walgreens enters into an agreement with any Eligible State that resolves with finality such State's Claims consistent with Section XI of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "*State-Specific Agreement*") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by the Walgreens thereunder are made in lieu of any payments, or any portion thereof, to be made under this Agreement and Walgreens makes such a payment pursuant to the State-Specific Agreement, then Walgreens will reduce any payments allocable to such State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement in proportion to the Overall Allocation Percentage for such State.

K. *Significant Financial Constraint.*

1. Walgreens may suspend its payments if, as of thirty (30) calendar days preceding an annual Payment Date, Walgreens' credit rating from one or more of the three nationally recognized rating agencies is below BBB- or Baa3, except if within the prior three (3) months it repurchased any shares (other than those shares required to make the Company's compensation programs non-dilutive), funded new acquisitions with a purchase price greater than $250 million, or paid a dividend. Walgreens shall not utilize this provision until after payment of the first two Annual Remediation Payments.

2. The suspension shall last until thirty (30) days after Walgreens achieves a BBB- or Baa3 or higher credit rating from all nationally recognized rating agencies that rate Walgreens, at which point Walgreens shall make a payment equal to the lowest of the remaining Total Available Amount or one-thirtieth ($1/30^{th}$) of the Total Available Amount (the "*Post-Suspension Payment*").

3. Annual Remediation Payments and Annual Fees Payments shall be made on the schedule prescribed in Exhibit M-2 and Exhibit M-3 beginning in the Payment Year following the Post-Suspension Payment (i.e., if the last payment made pre-suspension was the Annual

Remediation Payment 6, the Post-Suspension Payment would be made on schedule for Annual Remediation Payment 7), but shall remain capped at one-thirtieth ($1/30^{th}$) of the Total Available Amount for two Payment Years until and unless Walgreens' credit rating from all of the three nationally recognized rating agencies that rate Walgreens increases to BBB or Baa2 (the "Reduced Payment Termination Date").

4. If Walgreens has reason to believe that it will not be able to the Annual Remediation Payment or Annual Fees Payment for a Payment Year, it shall provide at least ninety (90) calendar days' prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "*Deferred Payment Notice*"). Any Deferred Payment Notice shall specify and include: (a) the gross amount of the payments owed, (b) the amount that Walgreens believes it will be unable to pay, (c) the accounting and audited financial documents upon which Walgreens relied for making this determination, and (d) any other relevant information for the Enforcement Committee to consider.

5. Deferrals and payments made pursuant to Section IV.K.2-3 will apply proportionally across Base Payments and Incentive Payments. For the avoidance of doubt, this Section IV.K applies fully to Payment Years after the first two (2) Annual Remediation Payment Dates, including the Base Payments and all Incentive Payments due pursuant to this Agreement during the Payment Year at issue.

6. Walgreens shall pay any amounts deferred due to suspension or reduced Post-Suspension Payments, including applicable interest, or before the Payment Date for Payment Year 15.

7. If Walgreens defers some or all of the payments due in a Payment Year pursuant to this Section IV.K, it shall not repurchase any shares (other than those shares required to make the Company's compensation programs non-dilutive), or fund new acquisitions with a purchase price greater than $250 million during the deferral period or until the deferred amount is fully repaid with interest.

8. Any payments deferred under this Section IV.K shall bear interest at a 7% per annum.

9. In the event that Walgreens suspends and/or defers Annual Payments pursuant to Section IV.K.1-2, Walgreens shall repay the suspended and/or deferred payments as follows:

a. If Walgreens suspends payments for up to one year, it shall repay the suspended and/or deferred payments within three Payment Years after the Reduced Payment Termination Date. For each of those three Payment Years, Walgreens shall pay its Annual Remediation Payment and Annual Fee Payment, if applicable, plus the sum of (1) the amount of payments suspended pursuant to Section IV.K.1; (2) the amount of underpayments due to deferral pursuant to Section IV.K.2; and (3) interest pursuant to Section IV.K.8, divided by three or the remaining number of Payment Years, whichever is smaller.

b. If Walgreens suspends payments for longer than one year and up to three years, it shall repay the suspended and/or deferred payments within six Payment Years after the Reduced Payment Termination Date. For each of those six Payment Years, Walgreens shall pay its Annual Remediation Payment and Annual Fee Payment, if applicable, plus the sum of (1) the amount of payments suspended pursuant to Section IV.K.1; (2) the amount of underpayments due to deferral pursuant to Section IV.K.2; and (3) interest pursuant to Section IV.K.8, divided by six or the remaining number of Payment Years, whichever is smaller.

c. If Walgreens suspends payments for longer than three years, it shall repay the suspended and/or deferred payments by no later than the Payment Date for Payment Year 15. For each of the remaining Payment Years, Walgreens shall pay its Annual Remediation Payment and Annual Fee Payment, if applicable, plus the sum of (1) the amount of payments suspended pursuant to Section IV.K.1; (2) the amount of underpayments due to deferral pursuant to Section IV.K.2; and (3) interest pursuant to Section IV.K.8, divided by the number of remaining Payment Years.

L. *New York Prior Settlement Credit*. Walgreens shall not be required to pay into the Settlement Fund 15.31% of New York's State Allocation as otherwise calculated pursuant to this Section IV as a credit for Walgreens' settlement with Suffolk and Nassau Counties in New York State. For the avoidance of doubt, this credit shall solely reduce the amount New York State and its Subdivisions would otherwise have received under this Agreement, and it shall not affect the amount received by any other Settling State or their Subdivisions.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund.* The Settlement Fund shall be funded by the Annual Remediation Payments and comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to Walgreens.

B. *Use of Settlement Payments.*

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than ninety-five (95%) of Walgreens' maximum amount of payments pursuant to Section IV as set forth on Exhibit M-2 over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G

uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and Walgreens how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs by December 15 each year shall be included in the Compensatory Restitution Amount for purposes of Section V.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate Base Payments under Section IV.G among the Settling States pursuant to Section IV.G.2. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat Incentive Payments under Section IV.H on a State-specific basis. Incentive Payments for which a Settling State is eligible under Section IV.F will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Application of Adjustments. If a suspension, offset or reduction under Section XI or Section XII applies with respect to a Settling State, the suspension, offset or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Remediation Accounts Fund, and the Subdivision Fund for that State.

4. Settlement Fund Administrator. Prior to the Initial Participation Date, Walgreens and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be

paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Walgreens shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. *Settlement Fund Reallocation and Distribution.* As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and distributed as provided by that agreement. Any State Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.[7] For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to Walgreens and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2[8], and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to remediation, then the default provisions of this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for

[7] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms

that State would still apply, while the distribution of the applicable State's Remediation Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Fund Administrator is not required to honor a voluntary redistribution for which notice is provided to it less than sixty (60) calendar days prior to the applicable Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that State's State Fund shall be distributed to that State.

b. Amounts apportioned to that State's Remediation Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Remediation Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Remediation Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3 to Special Districts that are Participating Subdivisions. A Settling State may allocate funds from its State Fund or Remediation Accounts Fund for Special Districts that are Participating Subdivisions.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, i.e., no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate Section VII.E through Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Remediation Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Remediation Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Remediation Accounts Fund will be used solely for future Opioid Remediation[9] and the following shall apply with respect to a Settling State:

a. Regional Remediation.

(i) At least fifty percent (50%) of distributions for remediation from a State's Remediation Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.c to define its regions and assign regional allocations percentages. Otherwise, the State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation

Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (3) has funded or otherwise managed an established health care or treatment infrastructure *(e.g.,* health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.b shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the *"Advisory Committee")* to provide input and recommendations regarding remediation spending from that Settling State's Remediation Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however,* the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their

communities, their remediation needs, and proposals for remediation strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Remediation Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Walgreens and the Enforcement Committee

F. Nature of Payment. Each of the Settling States, the Participating Subdivisions and Walgreens acknowledges, agrees and understands that, notwithstanding anything to the contrary in this Agreement, for purposes of Section 162(f) of the Internal Revenue Code, the Compensatory Restitution Amount paid by Walgreens (up to $4,788,165,456 to be paid out over fifteen (15) years) constitutes restitution or remediation, as defined in Treasury Regulation § 1.162-21(e)(4), for damage or harm allegedly caused by the potential violation of a law and is an amount paid for the purpose of remediating the damage or harm allegedly caused, including to restore the affected persons, Settling States and Participating Subdivisions to the same or substantially similar position or condition as existed prior to such damage or harm allegedly caused. The Parties acknowledge, agree and understand that only the Private Attorneys Fees, tate AG Fees and Costs, and Additional Remediation Amount (up to $734,363,310) represent reimbursement to Settling States, Participating Subdivisions listed on Exhibit G, or any other person or entity for the fees and costs of any investigation or litigation, that no portion of the Compensatory Restitution Amount represents reimbursement to Plaintiffs or any other person or entity for the fees and costs of any investigation or litigation, and no portion of the Compensatory Restitution Amount represents or should properly be characterized as the payment of fines, penalties or other punitive assessments. Releasors acknowledge, agree and understand that Walgreens intends to allocate the cost of the Annual Remediation Payments among the Releasees using a reasonable basis. The Designated State, on behalf of all Settling States and Participating Subdivisions shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. The Form 1098-F shall identify the entire Adjusted State Remediation Payment except as reported pursuant to Section V.B.2 as of December 31, 2023, as remediation/restitution amounts, and Releasors shall furnish Copy B of such Form 1098-F to Walgreens on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding. Walgreens makes no warranty or representation to Releasors as to the tax consequences of the Compensatory Restitution Amount, Adjusted State Remediation Payment, the Private Attorneys Fees, or State AG Fees and Costs or any portion thereof. Further, Releasors specifically acknowledge that no portion of the Compensatory Restitution Amount shall be used for general enforcement efforts or other discretionary purposes as described in Treasury Regulation § 1.162-21(e)(4)(i)(C).

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and Walgreens; *provided, however,* that Released Entities may enforce Section X and Participating

Subdivisions listed on Exhibit G have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights against Walgreens with respect to either the terms of this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Walgreens with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Remediation Accounts Fund pursuant to Section V; *provided, however,* that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* Walgreens consents to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Walgreens believes that the ninety-five percent (95%) threshold established in Section V.B.1 is not being satisfied, any Party may request that Walgreens and the Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to Walgreens seeking to reduce their Annual Remediation Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the ninety-five percent (95%) threshold established in Section V.B.1; (ii) only reduce Annual Remediation Payments to those Settling States and their Participating Subdivision(s) that are below the ninety-five percent (95%) threshold established in Section V.B.1; and (iii) not reduce Annual Remediation Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Remediation Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute,

or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between the Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Walgreens Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State to seek resolution regarding the failure by Walgreens to make its Annual Remediation Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims; and

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or Walgreens shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the failure by Walgreens to pay the Annual Remediation Payment or the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between Walgreens and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(v) the interpretation and application of the significant financial constraint provision in Section IV.K, including, without limitation, eligibility for and amount of deferrals for any given year, time for repayment, and compliance with restrictions during deferral term;

(vi) the interpretation and application of any most-favored-nation provision in Section XIII.E;

(vii) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(viii) disputes involving liability of successor entities;

(ix) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, BC or D;

(x) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section X.B.4.c;

(xi) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xii) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by Walgreens, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Walgreens on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Walgreens, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Walgreens whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, e.g., a dispute between Walgreens and Settling States/Participating Subdivisions shall be split fifty percent (50%) by Walgreens and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining party must:

a. Provide written notice to the Enforcement Committee and/or Walgreens of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of Walgreens such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

5. To the extent allowed by applicable law, this Settlement Agreement shall not be deemed to create a lien or encumbrance against any real property owned by Walgreens or its affiliates, unless in the event of a default or breach of the payment provisions by Walgreens. Nothing in this Section VI.F.5 shall be construed to limit any remedy of any Settling State or Participating Subdivision in the event of a default or breach of this Agreement by Walgreens.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling States' Civil Investigative Demand *("CID")* or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Walgreens reserve all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice*. Prior to the State Participation Date, the Parties shall agree on a vendor to serve as the Implementation Administrator and provide notice pursuant to this Section VII.A. No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Implementation Administrator shall send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the State Participation Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions and Special Districts listed on Exhibit G. Up to $1,500,000 of the costs of the Implementation Administrator shall be paid for by Walgreens. The Settling States, with the cooperation of Walgreens, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for

becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) and upon prompt dismissal with prejudice of its lawsuit. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Implementation Administrator until the Reference Date.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section

V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. A Later Participating Subdivision shall not receive any share of any Annual Remediation Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after November 30, 2023 shall receive seventy-five percent (75%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any Base Payment or Incentive Payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive twenty-five percent (25%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Walgreens.

G. *Ineligible Subdivisions.* Prior Litigating Subdivisions whose claims have already been resolved and Subdivisions in Non-Settling States are not eligible to be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Remediation Payment, including from the State Fund and direct distributions from the Remediation Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any Base Payment and Incentive Payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Remediation Accounts Fund for the State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed With Settlement.*

1. The Settling States shall confer with legal representatives of the Participating Subdivisions listed on Exhibit G and inform Walgreens no later than eighteen (18) calendar days prior to the Reference Date whether the Settling States agree that there is sufficient participation to proceed with this Agreement. Within seven (7) calendar days of informing Walgreens that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to Walgreens.

2. If the Settling States inform Walgreens that they agree that there is sufficient participation, Walgreens will then determine on or before the Reference Date whether there is sufficient State participation, sufficient Subdivision participation, and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Walgreens and may be based on any criteria or factors deemed relevant by Walgreens.

B. *Notice by Walgreens.* On or before the Reference Date, Walgreens shall inform the Settling States of its determination pursuant to Section VIII.A.2. If Walgreens determines to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If Walgreens determines not to proceed, this Agreement will have no further effect, any amounts placed in escrow for Payment Year 1, including funds referenced in Section IV.C.1 and Exhibit M-2, shall be returned to Walgreens, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

IX. Settling State and Participating Subdivision Attorneys' Fees and Costs and Additional Remediation Amount

A. The Agreement on Subdivision Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund for Chain Pharmacy Settlement and the Agreement on the Joint State Cost Fund are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

B. *Additional Remediation Amount.*

1. Subject to and without exceeding the maximum payment amounts set forth in the "Additional Remediation Amount" column of Exhibit M-3 and subject to the reduction specified in Section IX.B.2, Walgreens shall pay an Additional Remediation Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth in Exhibit M-3, as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

2. *Reduction of Additional Remediation Amount*. The amounts owed by Walgreens pursuant to this Section IX.B shall be reduced by the allocations set forth on Exhibit N for Non-Settling States.

3. For the avoidance of doubt, (1) a Settling State that retained outside counsel in connection with the investigation of one or more Chain Pharmacies, as that term is defined in Exhibit S, that receives an Additional Remediation Amount because the Settling State was not otherwise eligible to receive funds from the State Outside Counsel Fee Fund may choose to have the Additional Remediation Amount designated to pay the Settling State's outside counsel, and may instruct the Settlement Fund Administrator to pay those funds directly to the Settling State's outside counsel, and (2) Additional Remediation Amount funds, including funds designated by a Settling State to pay its outside counsel under this paragraph, shall not be subject to allocation as provided in Section V.C through Section V.E.

C. All payments addressed by this Section IX will be made on December 31 for each Payment Year in which they are due pursuant to Exhibit M-3.

X. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivisions hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section X.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts, and nothing herein shall prohibit a Released Entity from seeking a voluntary agreement providing indemnification for liability and/or expenses arising from Walgreens' post-Effective Date implementation of the Injunctive Relief Terms set forth in Exhibit P.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Walgreens in Section X.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section X.B.3. or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section X.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section X.B.2 with respect to that Non-Released Entity and that Releasor and Walgreens shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Walgreens:

a. Walgreens shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Walgreens and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to

pay more with respect to Covered Conduct than the amounts owed by Walgreens under this Agreement;

c. That Releasor and Walgreens shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Walgreens under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Walgreens or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Walgreens to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Walgreens by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Walgreens under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Walgreens may devise to hold Walgreens harmless from the Claim-Over.

d. The actions of that Releasor and Walgreens taken pursuant to paragraph (c) must, in combination, ensure Walgreens is not required to pay more with respect to Covered Conduct than the amounts owed by Walgreens under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Walgreens may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The

National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Walgreens shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Walgreens harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Walgreens may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section X.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Walgreens shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

6. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts and nothing herein shall prohibit a Released Entity from seeking a voluntary agreement providing indemnification for liability and/or expenses arising from Walgreens' post-Effective Date implementation of the Injunctive Relief Terms set forth in Exhibit P.

C. *General Release.* In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

D. *Assigned Interest Waiver.* To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against Walgreens (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, the Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to Walgreens.

E. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

F. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from a State's Governor as set forth in Exhibit X is sufficient to demonstrate that the appropriate releases have been obtained.

G. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

H. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Walgreens to secure the prompt dismissal of any and all Released Claims, including suits brought by non-Releasors based on Released Claims. Releasors will meet and confer and make reasonable efforts to resolve any action that is filed by a Subdivision against Walgreens on or after the date the Preliminary Agreement Date. This provision shall not require a State to make any monetary payment or adjustment to allocation or incur other obligation.

I. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability,

workers' compensation Claims, Claims for liability under tax law, Claims under securities law by a State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

XI. Later Litigating Subdivisions

A. Released Claims against Released Entities. Subject to Section XI.B, the following shall apply in the event a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim, and shall not oppose a Settling State's submission in support of the Threshold Motion.

2. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, Walgreens shall receive a dollar-for-dollar offset against Incentive Payment D for the amount paid. The offset shall be applied against the relevant portion of the Annual Remediation Payments starting in Payment Year 15 and working backwards.

3. For the avoidance of doubt, any offset pursuant to this Section XI in a Settling State if it at the time is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

4. *"Terms requiring payment"* shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General's consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. Exceptions.

1. Section XI.A shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein.

2. An offset under Section XI.A.2 shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under Section XII.

3. Section XI.A shall not apply where the Later Litigating Subdivision seeks less than $10 million, or so long as its total claim is reduced to less than $10 million, in the lawsuit for a Released Claim at issue.

C. *No Effect on Other Provisions.* A suspension or offset under Section XI.A shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States*. A suspension or offset under Section XI.A applicable to one State shall not affect the allocation or payment of the Annual Remediation Payment to other Settling States.

XII. Other Reductions/Offsets

A. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Walgreens shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under Section XI.A with respect to the Subdivision at issue.

B. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If Walgreens made any Annual Remediation Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Remediation Payment, the Walgreens shall receive a dollar-for-dollar offset against the portion of remaining Annual Remediation Payments that would be allocated to that State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by the Walgreens by virtue of the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from the Walgreens during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

C. *Certain Taxes.* Amounts paid by Walgreens under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against Walgreens obligation to pay its share of the Annual Remediation Payment in that Payment Year that would be allocated to the taxing State or its Participating Subdivisions. If such amounts paid exceed that Walgreens allocable share of the Annual Remediation Payment allocable to the taxing State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its allocable share of remaining Annual Remediation Payments that would be allocated to the taxing State or its Participating Subdivisions. Walgreens represents that as of December 6, 2022, there is no Opioid Tax currently in effect in any Eligible State that would give rise to this offset provision.

XIII. Miscellaneous

A. *Population of New York*. Calculation of the population of New York State for any purpose under the Agreement shall not include the respective populations of Nassau and Suffolk Counties.

B. *Population of General Purpose Governments*. The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

C. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used other than Section IV.H.4.b and Section IV.H.6.d: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act *("IDEA")* or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served.[8] For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. Walgreens and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

D. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

E. *Most-Favored-Nation Provision – Walgreens*

1. If, after the Effective Date, Walgreens enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due

[8] The estimates for counties and parishes were accessed at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html. The estimates for cities and towns can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html.

consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIII.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain overall payment terms at least as favorable as those obtained by such Non-Settling State. "Overall payment terms" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Effective Date, Walgreens shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by Walgreens with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the consideration set forth in Section XIII.E.1, the Settling State(s) and Walgreens shall engage in the following process:

a. Within sixty (60) calendar days of the date on which the Enforcement Committee provides a settlement agreement or consent judgment to Settling States, the Settling State(s) shall provide notice to Walgreens, of their intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the State's belief that it is entitled to a revision of the Agreement.

b. Walgreens shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Walgreens do not reach agreement as to the application of Section XIII.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIII.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State and Walgreens shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling

State(s) may obtain, with respect to Walgreens, overall payment terms at least as favorable as those obtained by such Non-Settling State.

4. This Section XIII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with Walgreens that is entered into: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial between Walgreens and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Walgreens jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) with a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; (c) the earlier of (i) after a Non-Settling State has obtained any court order or judicial determination that grants judgment (in whole or in part) against Walgreens in the Non-Settling State's case, (ii) after a sanctions ruling against Walgreens in the Non-Settling State's case against Walgreens; or (iii) after any ruling has issued in the Non-Settling State's case against any manufacturer, distributor, or pharmacy on the issue of joint and several liability; or (d) with West Virginia or New Mexico. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.

5. This Section XII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Walgreens and Non-Participating Subdivisions or Non-Participating Special Districts.

6. This Section XII.E will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

F. *No Admission.* Walgreens does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Walgreens

G. *Tax Cooperation and Reporting.*

1. Upon request by Walgreens, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Walgreens to establish the statements set forth in Section V.F to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIII.G.1, each Settling State and Participating Subdivision shall cooperate in good faith with Walgreens with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the *"Appropriate Official").* The State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to Walgreens and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by Walgreens, and (b) provides Walgreens a copy of (i) the IRS Form 1098-F filed with respect to Walgreens and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.F.

4. The Settling States and Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIII.G.3, and any similar document, shall be prepared and filed in a manner consistent with reporting the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XIII.G other than an IRS Form 1098-F, the Designated State shall direct and ensure that the Appropriate Official provides to Walgreens a draft of such return, amended return, or written statement in respect of Walgreens no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of Walgreens on the return, amended return, or written statement in respect of Walgreens.

5. For the avoidance of doubt, neither Walgreens nor the Settling States and Participating Subdivisions make any warranty or representation to any State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

H. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the Settling State or Released Entity. The State may not assign or otherwise convey any right to enforce any provision of this Agreement.

I. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

J. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

K. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals,

consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

L. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

M. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

N. *Good Faith and Voluntary Entry*. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement

O. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving Walgreens of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that Walgreens cannot comply with this Agreement without violating such a requirement or requirements, Walgreens shall document such conflicts and notify the State Attorneys General of the relevant Settling States that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in the Injunctive Relief Terms will be followed.

P. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement.

Q. *Waive Challenge.* The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or

future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIII.O.

R. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

S. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller, Deputy General Counsel
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

Dave Yost, Attorney General
Ohio Attorney's General Office
Attn: Jonathan Blanton, First Assistant Attorney General
30 East Broad Street
Columbus, OH 43215
Jonathan.Blanton@OhioAGO.gov

Letitia James, Attorney General
New York State Office of the Attorney General
Attn: Jennifer Levy, First Deputy Attorney General
28 Liberty Street
New York, NY 10005
Jennifer.Levy@ag.ny.gov

For the Plaintiffs' Executive Committee:

Co-leads
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7th Floor

New York, NY 10016-7416
JConroy@simmonsfirm.com

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paul@farrellfuller.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

For Walgreens:

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1301 Avenue of the Americas
New York, New York 10019
hlevy@foleyhoag.com

Kristyn DeFilipp
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02110
kbuncedefilipp@foleyhoag.com

and

Wayne B. Mason
Faegre Drinker
1717 Main Street, Ste. 5400
Dallas, TX 75201-7367
Wayne.Mason@faegredrinker.com

and

Michael J. Freeman
104 Wilmot Road, MS#144Q

Deerfield, IL 60015
michael.j.freeman@walgreens.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIII.S.

T. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

U. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

V. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, Walgreens and its respective successors and assigns.

2. Walgreens shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Walgreens (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by Walgreens) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Walgreens' ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless Walgreens obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of Walgreens remaining Payment Obligations under this Agreement equal to the percentage of Walgreens' consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of Walgreens most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIII.V shall be enforceable solely by the Settling States, and any objection under this Section XIII.V not raised within sixty (60) calendar days of the announcement of the relevant transaction is waived.

W. *Modification, Amendment, Alteration.* In the event the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, or Walgreens concludes prior to December 21, 2022 that technical corrections are required to this Agreement, the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, and Walgreens shall meet and confer and make such amendments as they agree are appropriate. After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Walgreens, along with the signature of at

least thirty-seven (37) of those then serving as Attorney General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that State (either pursuant to Section V.E.2.c, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

X. *Termination.*

1. Unless otherwise agreed to by each of Walgreens and the State, this Agreement and all of its terms (except Section XIII.R and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to a Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIII.X.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Walgreens and the Settling State shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. Walgreens and the State shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that

Walgreens and the State shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless Walgreens and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 15, *provided* that Walgreens' has performed its Payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section XIII.X.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIII.X.3.

Y. *Governing Law.* Except as (1) otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Walgreens or against which Walgreens is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the State where the escrow agent has its primary place of business.

Z. *Bankruptcy.* The following provisions shall apply if Walgreens enters Bankruptcy and (i) the Walgreens bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by Walgreens pursuant to 11 U.S.C. § 365:

1. In the event that the both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to Walgreens) that the financial obligations of this Agreement have been terminated and rendered null and void (except as provided in Section XIII.Z.1.a) due to a material breach by Walgreens, whereupon:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to Walgreens; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to Walgreens shall have the right to assert any and all claims against Walgreens in the Bankruptcy or otherwise without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided, however,* that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than Walgreens itself; and (ii) in the event the State asserts any Released Claim against Walgreens after the rejection and/or termination of this Agreement as described in this Section XIII.Z.1.a and receives

a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments the State has previously received from Walgreens under this Agreement shall be applied to reduce the amount of any such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that the State is required to disgorge or repay to Walgreens' bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Walgreens subject to all defenses and rights of the Walgreens.

AA. *Waiver*. Walgreens, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until such time as all of Walgreens' payment obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Walgreens' payment obligations incurred hereunder are satisfied in full, Walgreens' rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

AGENDA: 03/21/2023
ITEM: 9

RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA
RESOLUTION # 1667
March __, 2023

A RESOLUTION TO APPROVE PARTICIPATION IN WALMART SETTLEMENT AGREEMENT

WHEREAS, pharmaceutical opioids have harmed the City of Bethany, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical supply chain participants, including Walmart, Inc. ("Walmart").

WHEREAS, the City of Bethany, Oklahoma filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Walmart has agreed to settle the claims of the State of Oklahoma and certain Oklahoma subdivisions in the Walmart Settlement Agreement dated November 14, 2022.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma hereby elects to participate, and hereby approves its participation in, the Walmart Settlement Agreement, authorizes the Chair of the Board of County Commissioners, or the Chair's designee, to execute the Subdivision Participation and Release Form contained in the Walmart Settlement Agreement as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including dismissal with prejudice of the City of Bethany's claims against Walmart.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Walmart Settlement Agreement, and the other agreements related to the Walmart Settlement Agreement referenced herein, for the benefit of the City of Bethany, Oklahoma, including executing any documents required to finalize the participation of the City of Bethany, Oklahoma in the Walmart Settlement Agreement.

The City of Bethany, Oklahoma adopted the above Resolution on the _____ day of _____, 2023.

CITY OF BETHANY, OKLAHOMA:

_____
Mayor

Dated this ____ day of _____, 2023.

ATTEST:

_____
City Clerk

WALMART SETTLEMENT AGREEMENT

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WALMART SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of November 14, 2022 (the "*Agreement*"), sets forth the terms of settlement between and among the Settling States, Walmart, and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section II, this Agreement will be binding on all Settling States, Participating Subdivisions, and Walmart. This Agreement will then be submitted for entry as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section II.

WHEREAS, certain States and Subdivisions have filed or could file Actions in various forums against Walmart raising Claims or allegations concerning, related to, based upon, or in connection with the Alleged Harms and/or the Covered Conduct;

WHEREAS, Walmart (i) denies each and all of the Claims and allegations of wrongdoing made by the States and Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Walmart arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by any State or Subdivision related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the current Actions relating to Walmart are false and materially inaccurate; (iii) denies that any State, Subdivision, or resident thereof, was harmed by any conduct of Walmart; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Walmart would be able to successfully defend against the Claims and allegations at trial, that the facts do not support the allegations, that Walmart engaged in no misconduct or unlawful activity, and that Walmart caused no harm to any State, Subdivisions, or resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, objective data metrics reported in the federal ARCOS database demonstrate that on a national basis Walmart dispensed on average materially fewer and less potent opioids per store than other major chain pharmacies and many independent pharmacies nationwide, and Walmart's share of opioids distributed and dispensed nationwide was substantially lower than other major chain pharmacies;

WHEREAS, Walmart has implemented policies, procedures, and controls relating to the dispensing of prescription opioid medications and other controlled substances, including pharmacist training and empowerment programs, company-wide limitations on strength and duration of acute opioid prescriptions, and opioid data analytics, which Walmart uses to identify and investigate potentially problematic prescribing practices;

WHEREAS, the Parties have determined that it is preferable to resolve any claims the States and Subdivisions may have through a cooperative and mutually beneficial settlement that provides funding to remediate Alleged Harms;

WHEREAS, the Parties have each considered the costs, delays and uncertainty associated with the prosecution and defense of an action and the continued prosecution and defense of the Actions;

WHEREAS, the Parties believe the settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, the States have concluded that the terms of the settlement are fair, reasonable and adequate and in the best interest of the States and all Subdivisions and citizens and residents of the States;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

WHEREAS no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than Court approvals associated with this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the States, Participating Subdivisions, and Walmart, by and through their respective counsel, as follows:

I. Definitions

For all sections of this Agreement except Exhibit E and Exhibit P, the following definitions apply:

A. "*Remediation Accounts Fund*" means the component of the Settlement Fund described in Section V.E.

B. "*Actions*" means any lawsuit by a Settling State or Participating Subdivision asserting any Released Claim against one or more Released Entities.

C. "*Additional Remediation Amount*" means the amount available to the Settling States totaling up to $16,006,471.88.

D. "*Advisory Committee*" has the meaning set forth in Section V.E.2.d.

E. "*Agreement*" has the definition set forth in the preamble, including all exhibits.

F. "*Alleged Harms*" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Walmart.

G. "*Allocation Statute*" means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation as set forth in Section V.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

H. "*Appropriate Official*" has the meaning set forth in Section XII.F.3.

I. "*Base Payment*" has the meaning set forth in Section IV.D.

J. "*Bankruptcy Code*" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*

K. "*Bar*" means either: (1) a law barring Subdivisions in a State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by the highest court of the State (or, in a State with a single intermediate court of appeals, the intermediate court of appeals when not subject to further review by the highest court of the State) setting forth the general principle that Subdivisions in the State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments made by Walmart under this Agreement) shall not constitute a Bar.

L. "*Case-Specific Resolution*" means either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments made by Walmart under this Agreement) shall not constitute a Case-Specific Resolution.

M. "*Claim*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution,

abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

N. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

O. "*Consent Judgment*" means a state-specific consent judgment in a form to be agreed by the Settling States and Walmart prior to the State Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section X.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

P. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Threshold Subdivision Participation Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, relating to any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions, related to any Product; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

Q. "*Deposit Date*" means fifteen (15) days after the Effective Date.

R. "*Designated State*" means New York.

S. "*Effective Date*" has the meaning set forth in Section II.C.

T. "*Eligible State*" means the states, commonwealths, and territories of the United States of America, as well as the District of Columbia and Puerto Rico, but excluding New Mexico,

West Virginia, and any Separately Settling State. The use of non-capitalized "state" to describe something (*e.g.*, "state court") shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, "territorial court").

U. "*Enforcement Committee*" means a committee consisting of certain representatives of the Settling States and of the Participating Subdivisions selected and operating pursuant to the organizational bylaws set forth at Exhibit B. Notice pursuant to Section XII.Q shall be provided when there are changes in membership or contact information.

V. "*Final Order*" means an order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek *certiorari*, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for *certiorari*, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for *certiorari*, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

W. "*First Subdivision Participation Date*" has the meaning set forth in Section IV.C.3.a.

X. "*Global Settlement Remediation Amount*" means the remediation and abatement amount of up to $2,393,794,118.64.

Y. "*Global Settlement Amount*" means the sum of (a) the Remediation Payment, (b) the Additional Remediation Amount, and (c) any attorneys' fees and costs set forth in Exhibit R, Exhibit S and Exhibit T.

Z. "*Implementation Administrator*" means the vendor agreed to by Walmart and the Enforcement Committee and retained by Walmart to provide notice pursuant to Section VII.A and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Participation Forms.

AA. "*Incentive BC Subdivisions*" has the meaning set forth in Section IV.E.2.a.

BB. "*Incentive Payment A*" means the incentive payment described in Section IV.E.1.

CC. "*Incentive Payment BC*" means the incentive payment described in Section IV.E.2.

DD. "*Incentive Payment D*" means the incentive payment described in Section IV.E.3.

EE. "*Injunctive Relief Terms*" means the terms described in Section III and set forth in Exhibit P.

FF. "*Later Litigating Subdivision*" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Threshold Subdivision Participation Date; or (2) adds a Released Claim against a Released Entity after the Threshold Subdivision Participation Date to a lawsuit brought before the Threshold Subdivision Participation Date that, prior to the Threshold Subdivision Participation Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Threshold Subdivision Participation Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Threshold Subdivision Participation Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that Settling State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Threshold Subdivision Participation Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Threshold Subdivision Participation Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

GG. "*Litigating Subdivisions*" means all Subdivisions that have brought any Released Claim against any Released Entity as of the Threshold Subdivision Participation Date. Attached as Exhibit C is a list of the Litigating Subdivisions in each Eligible State and Separately Settling State. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Threshold Subdivision Participation Date.

HH. "*National Arbitration Panel*" means the panel comprised as described in Section VI.F.3.b.

II. "*National Disputes*" has the meaning set forth in Section VI.F.3.a.

JJ. "*Non-Litigating Subdivision*" means any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

KK. "*Non-Litigating Threshold Subdivision*" means (a) all general-purpose Subdivisions with a population equal to or greater than 30,000 that have not brought a Released Claim against any Released Entity as of the Threshold Subdivision Participation Date and (b) all general-purpose Subdivisions with populations between 10,000 and 30,000 that have not brought Released Claim against any Released Entity but have brought a claim related to opioid products, including any Claims related to the Covered Conduct and/or Alleged Harms, against McKesson, AmerisourceBergen, Cardinal Health, Janssen Pharmaceuticals, or any parents, subsidiaries, divisions, predecessors, successors, and assigns of McKesson, AmerisourceBergen, Cardinal Health, or Janssen Pharmaceuticals. Attached as Exhibit W is a list of the Non-Litigating Threshold Subdivisions in each Eligible State and Separately Settling State. Exhibit W will be

updated (including with any corrections) periodically, and a final version of Exhibit W will be attached hereto as of the Threshold Subdivision Participation Date.

LL. "*Non-Participating Subdivision*" means any Subdivision that is not a Participating Subdivision.

MM. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

NN. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

OO. "*Non-Released Entity*" means an entity that is not a Released Entity.

PP. "*Non-Settling State*" means any Eligible State that is not a Settling State.

QQ. "*Opioid Remediation*" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures[1] except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

RR. "*Overall Allocation Percentage*" means a Settling State's percentage as set forth in Exhibit F.

SS. "*Participating Population Levels*" has the meaning set forth in Section II.B.1.

TT. "*Participating Subdivision*" means any Subdivision in a Settling State that joins the settlement and meets the requirements for becoming a Participating Subdivision under Section VII.B or Section VII.C, as applicable.

UU. "*Parties*" means Walmart and the Settling States (each, a "*Party*").

VV. "*Payment Year*" means the calendar year during which the applicable Payout Amount is made in accordance with Section IV.B. Payment Year 1 is 2023, Payment Year 2 is 2024 and so forth.

WW. "*Payout Amount*" means the total amount payable to the Settling States by the Settlement Fund Administrator for each Payment Year, as calculated by the Settlement Fund Administrator pursuant to Section IV.B. For the avoidance of doubt, this term does not include amounts paid pursuant to Section VIII and Section IX.

[1] Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

XX. "*Percentage of Incentive BC Subdivision Population*" has the meaning set forth in Section IV.E.2.a.

YY. "*Primary Fire District*" means a fire district that covers a population of 25,000, or 0.20% of an Eligible State's population if an Eligible State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the Eligible State and Walmart, a fire district's population is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties. "Primary Fire Districts" shall mean fire districts as identified in connection with the implementation of the July 21, 2021 Janssen Settlement Agreement.

ZZ. "*Primary Subdivision*" means any General-Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with a population over 10,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each State.

AAA. "*Prior Litigating Subdivision*" means a Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Threshold Subdivision Participation Date and all such Released Claims were separately settled or finally adjudicated prior to the Threshold Subdivision Participation Date; *provided*, *however*, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Walmart and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

BBB. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, and midazolam), a muscle relaxer, carisoprodol, zolpidem, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, provided such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

CCC. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct and/or Alleged Harms occurring prior to the Threshold Subdivision Participation Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by

any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, any of its Subdivisions or Special Districts, or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct and/or Alleged Harms. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

DDD. "*Released Entities*" means Walmart and (1) all of Walmart's past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, and assigns; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Walmart's insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Walmart's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Walmart). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, any joint venture partner of a joint venture in subsection (2) or (4) is not a Released Entity unless such entity independently falls within subsections (1)-(5) above. An illustrative list of Walmart's present joint ventures, subsidiaries and affiliates and predecessor entities is set forth in Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. Current or former Defendants in *In re: National Prescription Opiate Litigation*, No. 1: 17-md-2804 (N.D. Ohio) ("*MDL*") (or in other pending litigation asserting a Claim for Covered Conduct, as identified in the *"National Opiate Litigation – Case and Defendant Extract"* provided to Walmart by the Plaintiffs' Executive Committee on November 12, 2022) not identified in Exhibit J are not considered Released Entities, provided, however, that any Walmart entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after November 14, 2022 shall be considered Released Entities even if not listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Walmart after the Threshold Subdivision Participation Date is not a Released Entity.

EEE. "*Releasors*" means (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public

entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Threshold Subdivision Participation Date) the authority set forth in Section X.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Participation Agreement referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority.

FFF. "*Remediation Payment*" has the meaning set forth in Section IV.B.1.[2]

GGG. "*Revocation Event*" means, with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

HHH. "*Second Subdivision Participation Date*" has the meaning set forth in Section IV.C.3.b.

III. "*Separately Settling State*" means each of Alabama, Florida, and any other Eligible State that, prior to the State Participation Date, enters into a settlement agreement with Walmart that is separate from this Agreement and resolves substantially all Released Claims against Walmart.

JJJ. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that Settling State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that Settling State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that Settling State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs

[2] The total maximum amount of this settlement is up to $3,011,242,061, which includes (i) up to $2,393,794,118.64 in the Remediation Payment; (ii) up to $297,720,376.93 in Subdivision Attorneys' Fees, Expenses and Costs; (iii) up to $48,019,415.63 in the State Outside Counsel Fee Fund, State Cost Fund and Additional Remediation Amount; (iv) a credit of $215,567,502.95 for Walmart's settlement with the state of Florida and its subdivisions; (v) a credit of $48,963,983.74 for Walmart's settlement with the state of Alabama and its subdivisions; (vi) a credit of $1,051,663.05 for ineligible subdivisions Lake County and Trumbull County of Ohio; and (vii) a credit of $6,125,000.00 for Walmart's settlement with Nassau County and Suffolk County of New York. In no event shall Walmart's payment obligation under this Agreement exceed the sum of (i)-(iii) above.

or obligations on Walmart other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that Settling State opt out. In seeking certification of any Settlement Class, the applicable Settling State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

KKK. "*Settlement Fund*" means the interest-bearing fund established pursuant to this Agreement into which the payment under Section IV is made. The Settlement Fund is comprised of the Remediation Accounts Fund, State Fund, and Subdivision Fund.

LLL. "*Settlement Fund Administrator*" means the entity that determines the payments and reversions due under Section IV and Section VIII, including annually determining the Payout Amount and calculating Incentive Payments, administers the Settlement Fund, and distributes amounts into three sub-funds (the Remediation Accounts Fund, State Fund, and Subdivision Fund) pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Threshold Subdivision Participation Date, Walmart and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator's fees and costs, all of which shall be appended to the Agreement as Exhibit L.

MMM. "*Settling State*" means an Eligible State that has entered into this Agreement with Walmart and delivers an executed State Participation Form and executed releases in accordance with Section II.A.

NNN. "*State Fund*" means the component of the Settlement Fund described in Section V.C.

OOO. "*State Participation Form*" means the form attached as Exhibit V.

PPP. "*State Participation Date*" has the meaning set forth in Section II.A.1.

QQQ. "*State Participation Threshold*" has the meaning set forth in Section II.A.2.

RRR. "*State-Subdivision Agreement*" means an agreement that a Settling State reaches with the Subdivisions in that Settling State regarding the allocation, distribution, and/or use of funds allocated to that Settling State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A Settling State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

SSS. "*Statutory Trust*" means a trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made using funds from such Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A Settling State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State's Settlement Fund, but this is not required.

TTT. "*Sub-Fund(s)*" means the Remediation Accounts Fund, State Fund, and Subdivision Fund, individually or collectively, as applicable.

UUU. "*Subdivision*" means any (1) General-Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a Settling State, and (2) any other subdivision or subdivision official or sub-entity of or located within a Settling State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. "General-Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.[3] The three (3) General-Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.[4] The terms "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.[5] References to a Settling State's Subdivisions or to a Subdivision "in," "of," or "within" such Settling State include Subdivisions located within the Settling State even if they are not formally or legally a sub-entity of such Settling State; *provided*, *however*, that a "health district" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary. Each of Lake and Trumbull Counties of Ohio shall not be considered "Subdivisions" for purposes of this Agreement.

VVV. "*Subdivision Allocation Percentage*" means the portion of a Settling State's Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V.C or Section V.D if it becomes a Participating Subdivision. The aggregate Subdivision Allocation

[3] https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html.

[4] *E.g.*, U.S. Census Bureau, "Technical Documentation: 2017 Public Use Files for State and Local Government Organization" at 7 (noting that "the Census Bureau recognizes five basic types of local governments," that three of those are "general purpose governments" (county governments, municipal governments, and township governments), and that the other two are "school district and special district governments"), https://www2.census.gov/programs-surveys/gus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

[5] A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by "FUNCTION_NAME." "Govt_Units_2017_Final" spreadsheet, "Special District" sheet, included in "Independent Governments - list of governments with reference information," https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html. As used herein, "fire district" corresponds to Special District function name "24 – Local Fire Protection," "Health District" corresponds to Special District function name "32 – Health," "Hospital District" corresponds to Special District function name "40 – Hospitals," and "Library District" corresponds to Special District function name "52 – Libraries." *See id.*

Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Threshold Subdivision Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund, and no provision of this Agreement shall be interpreted to create such an entitlement.

WWW. "*Subdivision Fund*" means the component of the Settlement Fund described in Section V.C.

XXX. "*Subdivision Participation Agreement*" means the form of agreement attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator.

YYY. "*Subdivision Participation Thresholds*" has the meaning set forth in Section II.B.

ZZZ. "*Third Subdivision Participation Date*" has the meaning set forth in Section IV.C.3.c.

AAAA. "*Threshold Motion*" means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

BBBB. "*Threshold State*" means the District of Columbia, Puerto Rico, and the states of the United States of America, excluding New Mexico and West Virginia.

CCCC. "*Threshold Subdivision Participation Date*" has the meaning set forth in Section II.B.1.

DDDD. "*Total Remediation Amount*" means the aggregate amount paid or incurred by Walmart hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys' fees, investigation costs or litigation costs.

EEEE. "*Walmart*" means Walmart Inc.

II. Participation by States and Subdivisions; Effectiveness of Agreement

A. *State Participation Threshold*.

1. On November 14, 2022, this Agreement shall be distributed to all Eligible States by the Enforcement Committee. The Eligible States' Attorneys General shall then have until December 15, 2022, or such later date as agreed to in writing by Walmart and the Enforcement Committee prior to December 15, 2022 (the "*State Participation Date*"), to decide whether to become Settling States. Eligible States that determine to become Settling States shall sign a Participation Form, in the form attached as Exhibit V, on or before the State Participation Date and provide it to Walmart and the Enforcement Committee.

2. To meet the State Participation Threshold, more than 85% of all Threshold States, by number of such states (the "*State Participation Threshold*"), must have joined this Agreement as Settling States on or before the State Participation Date. For purposes of calculating the State Participation Threshold, each Separately Settling State that is also a Threshold State shall be included in both the numerator and the denominator for purposes of calculating whether the State Participation Threshold has been satisfied. For the avoidance of doubt, to be satisfied, the State Participation Threshold requires that 43 or more of the 50 Threshold States (a) become Settling States by signing a Participation Form or (b) be included in both the numerator and the denominator for purposes of calculating the State Participation Threshold by virtue of being a Separately Setting State that is also a Threshold State.

3. Within the first business day on or after three (3) calendar days after the State Participation Date, the Enforcement Committee will deliver all signed State Participation Forms to Walmart. If the State Participation Threshold has not been satisfied by the State Participation Date, this Agreement will have no further effect and all releases and other commitments or obligations contained herein or in State Participation Forms will be void, provided, however, that on or after the State Participation Date, Walmart shall have the unilateral right in its sole discretion to extend the State Participation Date or to proceed with the Settlement if the State Participation Threshold has not been satisfied.

B. *Subdivision Participation Thresholds*.

1. If the State Participation Threshold has been satisfied by the State Participation Date, each of the Settling States will use reasonable efforts to ensure that, by April 18, 2023, or such later date as agreed to in writing by Walmart and the Enforcement Committee prior to April 18, 2023 (the "*Threshold Subdivision Participation Date*"), the Settling States have met the following "*Subdivision Participation Thresholds*": (1) more than 85% of the aggregate population of all Litigating Subdivisions located in the Settling States and Separately Settling States (calculated on an aggregated basis and not a State-by-State basis): (a) have become Participating Subdivisions by executing a Subdivision Participation Agreement, including a release (subject to Section VII.D), in accordance with Section VII.C, (b) are subject to a Bar or Case-Specific Resolution or (c) have joined a settlement between Walmart and a Separately Settling State by executing a participation

form, including a release; and (2) more than 85% of the aggregate population of all Non-Litigating Threshold Subdivisions located in the Settling States and Separately Settling States (calculated on an aggregated basis and not a State-by-State basis): (a) have become Participating Subdivisions by executing a Subdivision Participation Agreement, including a release (subject to Section VII.D), in accordance with Section VII.B, (b) are subject to a Bar or Case-Specific Resolution, or (c) have joined a settlement between Walmart and a Separately Settling State by executing a participation form, including a release (together, the "*Participating Population Levels*"). For the avoidance of doubt, for purposes of calculating the Participating Population Levels for the Subdivision Participation Thresholds, all Litigating Subdivisions and Non-Litigating Threshold Subdivisions located in Separately Settling States shall be included in the respective denominators for purposes of calculating whether the Subdivision Participation Thresholds have been satisfied, and any such Litigating Subdivisions or Non-Litigating Threshold Subdivisions located in Separately Settling States that have joined such separate settlement agreement with Walmart by executing a participation form, including a release, shall be included in the respective numerators for purposes of calculating whether the Subdivision Participation Thresholds have been satisfied.[6]

2. As soon as practicable following the Threshold Subdivision Participation Date, the Settlement Fund Administrator shall calculate the Participating Population Levels and determine whether the Subdivision Participation Thresholds have been met.

a. As soon as practicable following calculation of the Participating Population Levels, the Settlement Fund Administrator shall give notice to Walmart, the Settling States, and the Enforcement Committee of the Participating Population Levels and whether the Subdivision Participation Thresholds have been met.

b. Within ten (10) calendar days of the notice provided by the Settlement Fund Administrator, any Party or the Enforcement Committee may dispute, in writing, the calculation of the Participating Population Levels or the determination of whether the Subdivision Participation Thresholds have been met. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, and Walmart (and the affected Settling State, as applicable) identifying the nature of the dispute.

c. Within ten (10) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, Walmart, and the disputing Party (and the affected Settling State, as applicable) identifying the basis for disagreement with the notice of dispute.

[6] For purposes of calculating the Participating Population Levels for the Subdivision Participation Thresholds, the populations of Lake and Trumbull Counties of Ohio and Nassau and Suffolk Counties of New York shall be excluded entirely from both the numerator and denominator of the Subdivision Participation Thresholds of both the Litigating Subdivisions and Non-Litigating Threshold Subdivisions. Nassau and Suffolk Counties of New York also shall be excluded from both the numerator and denominator for purposes of calculating New York's Incentive BC Subdivision participation.

d. After the time period for a response to be filed has passed, the Settlement Fund Administrator, the Enforcement Committee, Walmart, and the disputing Party (and the affected Settling State, as applicable) shall meet and confer within ten (10) calendar days in an attempt to resolve the dispute. If no resolution is reached, disputes described in this subsection shall be handled in accordance with the terms of Section VI.F.3.

3. If the Subdivision Participation Thresholds are not satisfied by the Threshold Subdivision Participation Date, then any and all releases, commitments or obligations contained herein or in State Participation Forms or Subdivision Participation Agreements shall be void, provided, however, that on or after the Threshold Subdivision Participation Date, Walmart shall have the unilateral right in its sole discretion to extend the Threshold Subdivision Participation Date or to proceed with the Settlement if one or both of the Subdivision Participation Thresholds have not been satisfied.

C. *Conditions to Effectiveness*. If (1) the State Participation Threshold is met by the State Participation Date and (2) the Subdivision Participation Thresholds are met by the Threshold Subdivision Participation Date, then this Agreement will be deemed effective fifteen (15) days after (a) the Threshold Subdivision Participation Date, or (b) such time as the Settlement Fund Administrator has completed the Participating Population Level calculations necessary to determine whether the Subdivision Participation Thresholds have been achieved, the Settlement Fund Administrator has provided notice of such calculations and determinations to the Parties, and any disputes concerning such calculations and determinations have been resolved subject to Section II.B.2.a-d, whichever is later (the "*Effective Date*"). Subject to Walmart's unilateral right in its sole discretion to extend the State Participation Date and/or the Threshold Subdivision Participation Date if the State Participation Threshold or Subdivision Participation Thresholds have not been met by their respective deadlines, or to proceed with the Settlement if one or more of the State Participation Threshold or Subdivision Participation Thresholds have not been met, as set forth in Sections II.A.3 and II.B.3, if either of the foregoing clauses (1) or (2) is not satisfied by the State Participation Date or the Threshold Subdivision Participation Date, respectively, then any and all commitments or obligations (including any and all releases) contained herein or in any State Participation Form or Subdivision Participation Agreement shall be void.

D. *Consent Judgments*. Promptly after the Effective Date, the Parties will proceed to file the Consent Judgments, and the obligations in the State Participation Forms and Subdivision Participation Agreements will become effective and binding as of the Effective Date.

III. Injunctive Relief

A. *Injunctive Relief*. As part of the Consent Judgments, the Parties agree to the entry of the injunctive relief terms as set forth in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund*. All payments under this Section IV shall be made into the Settlement Fund. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Payment by Walmart*.

1. Provided the conditions set out in Sections II.A-C are met, within seven (7) calendar days after the Effective Date, the Settlement Fund Administrator shall determine the amount representing the maximum total allocation of opioid remediation and abatement payments for the Settling States (the "*Remediation Payment*"), as calculated by multiplying (a) the total allocation percentages accorded to the Settling States in accordance with Exhibit F by (b) the Global Settlement Remediation Amount.

2. Fifteen (15) calendar days after the Effective Date (the "*Deposit Date*"), Walmart shall deposit the Remediation Payment into the Settlement Fund. The Remediation Payment shall be distributed to the Settling States and/or refunded to Walmart by the Settlement Fund Administrator consistent with the terms of this Agreement. Any interest earned on the Remediation Payment within the Settlement Fund, to the extent not used to pay the fees for the Settlement Fund Administrator, shall become and remain part of the Remediation Payment within the Settlement Fund and be made available for payments on a pro rata basis to the eventual recipients of the funds (either to Walmart in the case of refund or to the applicable Settling State) in accordance with this Agreement.

3. The Settlement Fund Administrator shall determine the Remediation Payment to be deposited by Walmart on the Deposit Date pursuant to Section IV.B.1. The allocation for each Settling State shall be based on the percentages set out in Exhibit F. For the avoidance of doubt, each of West Virginia, New Mexico, Florida, Alabama, and any other Separately Settling State are not eligible to receive payments under this Agreement.

C. *Payments to Settling States and Reversions to Walmart*.

1. *Payments and Refunds*. Subject to the terms of this Section IV.C.1, Settling States shall be eligible to receive payments under this Agreement over a period not to exceed six (6) years. Such payments shall be paid from the Settlement Fund by the Settlement Fund Administrator. Settling States shall be eligible for at most two payments from the Payout Amount in Payment Year 1 and one payment of the Payout Amount for each of Payment Years 2 through 6. Walmart shall be refunded any portion of the Remediation Payment that Settling States failed to earn in a given Payment Year and that Settling States are not able to earn in future years, as well as accrued interest on such amounts, as of the First Subdivision Participation Date and each subsequent anniversary of the First Subdivision Participation Date. The Settlement Fund Administrator will retain sufficient funds in the Settlement Fund in Payment Years 1 and 2 to pay amounts owed to Settling States due to additional Subdivision participation in Payment Years 2 and/or 3.

2. *Procedure for Calculation of Payments and Refunds*; *Disputes*.

a. Calculation of Payments and Refunds. As soon as practicable following the Threshold Subdivision Participation Date, after determining the Remediation Payment in accordance with Section IV.B, and as soon as practical after each of the First, Second, and Third Subdivision Participation Dates, and as soon as practical after each of the Incentive Payment D Look-Back Dates, the

Settlement Fund Administrator shall calculate (1) the Payout Amount (including the amount of the Settlement Fund to be allocated to the Settlement Fund Administrator in costs and fees pursuant to Section V.C.4); (2) the amount to be received by each Settling State; (3) the amount to be received by the separate types of funds for each Settling State (if applicable); (4) the allocation to be received by each Settling State's Participating Subdivisions listed on Exhibit G; and (5) the amount of any refund due to Walmart, and the Settlement Fund Administrator shall give notice to Walmart, the Settling States, and the Enforcement Committee of each such amount in clauses (1) through (5). If Walmart and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amounts to be calculated pursuant to clauses (1), (2), and (5) above, the Settlement Fund Administrator shall treat those amounts as the calculated amount. If a Settling State informs the Settlement Fund Administrator that it and its Participating Subdivisions listed on Exhibit G have reached consensus on the amounts to be calculated pursuant to clauses (3) and/or (4) above, the Settlement Fund Administrator shall use those amounts so long as they are consistent with the amount calculated pursuant to clause (2). The Payout Amount shall be based on each Settling State's eligibility to receive one or more Incentive Payment(s) as set out in Section IV.E. For the avoidance of doubt, any Subdivision not listed on Exhibit G shall not receive an allocation from the Subdivision Fund, and no provision of this Agreement shall be interpreted to create such an entitlement.

b. Notice of Dispute. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, (1) Walmart, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Payout Amount (including the amount allocated for Settlement Fund Administrator costs and fees), whether a Settling State qualifies for an Incentive Payment, or the amount to be received by a Settling State and/or its Participating Subdivisions listed on Exhibit G and (2) a Participating Subdivision may dispute, in writing, the calculation of the amounts under Section IV.C.2.a clauses 3 or 4 solely with respect to such amounts calculated for the Settling State in which it is located and without disputing the amounts calculated under Section IV.C.2.a clauses 1, 2, or 5. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State or Participating Subdivision, and Walmart identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) or Participating Subdivision(s) affected.

c. Response to Notice of Dispute. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State or Participating Subdivision, and Walmart identifying the basis for disagreement with the notice of dispute.

d. Resolution of Disputes. If no response is filed within the specified time period, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, the Settlement Fund Administrator shall pay the adjusted Payout Amount, and the dispute shall be considered finally resolved. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Walmart and the Enforcement Committee of the preliminary amount to be paid out by the Settlement Fund Administrator, which shall be the smaller of the amount originally calculated by the Settling Administrator or the amount that would be consistent with the notice of dispute, *provided*, *however*, that in no circumstances shall the preliminary amount to be paid to a Settling State be higher than the maximum amount of Incentive Payment A for that Payment Year.

e. Final resolution of such disputes shall be handled in accordance with the terms of Section VI.F and the Settlement Fund Administrator shall not distribute any amount subject to a dispute being resolved under Section VI.F until such time when the dispute is finally resolved.

3. *Timing of Payments and Reversions*.

a. Payment to the Settling States from the Settlement Fund of the Base Payment will be made as soon as practicable following the Threshold Subdivision Participation Date and the Settlement Fund Administrator's calculation of payment amounts, provision of notice to the Parties, and resolution of any disputes, as applicable and as set forth in Section IV.C.2.a-e (the "*Payout Procedure*"). Any additional payments to the Settling States and/or any reversion to Walmart for Payment Year 1 will be made as soon as practicable following July 15, 2023 or such later date agreed to in writing by Walmart and the Enforcement Committee (the "*First Subdivision Participation Date*") and the Settlement Fund Administrator's completion of the Payout Procedure.

b. In Payment Year 2, payment to the Settling States and/or any reversion to Walmart will be based on Subdivision Participation as of July 15, 2024 or such later date agreed to in writing by Walmart and the Enforcement Committee (the "*Second Subdivision Participation Date*") and will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

c. In Payment Year 3, payment to the Settling States and/or any reversion to Walmart will be based on (i) Subdivision Participation as of July 15, 2025 or such later date agreed to in writing by Walmart and the Enforcement Committee (the "*Third Subdivision Participation Date*") and (ii) eligibility for Incentive D, as set forth in Section IV.E.3, and will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

d. In Payment Years 4 through 6, payment to the Settling States and/or any reversion to Walmart will be based on eligibility for Incentive Payment D, as set forth in Section IV.E.3. Payment will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

e. The Settlement Fund Administrator may combine the payments under this Section IV with funds to be distributed by other comparable opioid settlements. In determining when payments for each Payment Year will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

D. *Base Payment.* Each Settling State will receive a base payment equal to thirty-eight percent (38%) of such Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount (the "*Base Payment*"). The Base Payment shall be made as soon as practicable after the Effective Date.

E. *Incentive Payments.* Each Settling State shall be eligible to receive additional incentive payments totaling up to a maximum of sixty two percent (62%) of such Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount, with the actual amount depending on whether and the extent to which the criteria set forth below are met in such Settling State. In no event shall any Settling State receive more than one hundred percent (100%) of its respective Overall Allocation Percentage of the Global Settlement Remediation Amount under this Agreement. The incentive payments shall be divided among three (3) categories, referred to as Incentive Payments A, BC, and D. As applicable, Incentive Payments A and BC will be paid in at most three payments in Payment Years 1 through 3: one payment in Payment Year 1, one payment in Payment Year 2, and one payment in Payment Year 3. Incentive Payment D will be paid over four installments in Payment Years 3 through 6, provided a Settling State remains eligible to receive Incentive Payment D throughout that period and has not otherwise earned Incentive Payment A. The incentive payments shall be determined by the Settlement Fund Administrator and made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below.

1. Incentive Payment A. Incentive Payment A shall be equal to sixty-two (62%) of a Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount, provided such Settling State becomes eligible for Incentive Payment A and subject to Section IV.E.1.a. Incentive Payment A is mutually exclusive with Incentive Payments BC and D; if a Settling State receives Incentive Payment A, such Settling State is not eligible for Incentive Payments BC or D. If a Settling State is not eligible for Incentive Payment A by the Third Subdivision Participation Date, it shall not be eligible for Incentive Payment A in any succeeding year. Eligibility for Incentive Payment A is as follows:

a. A Settling State is eligible for Incentive Payment A if, as of the First Subdivision Participation Date in Payment Year 1, the Second Subdivision Participation Date in Payment Year 2, or the Third Subdivision Participation Date in Payment Year 3, (i) there is a Bar in that State in full force and effect; (ii) there

is a Settlement Class Resolution in that State in full force and effect; (iii) there is a ruling from the State's highest court barring all Subdivisions from bringing or maintaining Released Claims; (iv) the Released Claims of all of the following entities are released through the execution of Subdivision Participation Agreements: (1) all Litigating Subdivisions, (2) all Non-Litigating Primary Subdivisions, (3) all non-litigating School Districts with a K-12 student enrollment of at least 25,000 or 0.10% of a State's population, whichever is greater, (4) all non-litigating Health Districts and Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district, and (5) all Primary Fire Districts; or (v) a combination of the actions in clauses (i)-(v) has achieved the same level of resolution of Claims by Subdivisions (*e.g.*, a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. Each Settling State that believes it qualifies for Incentive A shall provide notice to Walmart, the Enforcement Committee, and the Settlement Fund Administrator, including data sources or other information establishing such Settling State's entitlement to Incentive A, by the First, Second, or Third Participation Dates, as applicable. Walmart and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section IV.E.1.a prior to the State Participation Date. For the avoidance of doubt, any disputes regarding whether a Settling State qualifies for Incentive A shall be handled in accordance with the Payout Procedure.

b. If a Settling State becomes eligible for Incentive A in Payment Years 2 or 3, then the Settling State shall be entitled to receive the remaining incentive payments that the Settling State could have earned (the "*Remaining Incentive Payments*"), which equals (i) ninety-seven percent (97%) of such Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount, representing the maximum Incentive Payment BC, minus any Incentive Payment BC amounts previously paid to such Settling State in Payment Year 1 (or, if such Settling State first becomes eligible for Incentive Payment A in Payment Year 3, the sum of any Incentive Payment BC payment amounts previously paid to the Settling State in Payment Years 1 and 2), the resulting difference of which shall be reduced by 12.5% if Incentive Payment A is achieved in Payment Year 2 or by 25% if Incentive Payment A is achieved in Payment Year 3; and (ii) three percent (3%) of such Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount, representing Incentive Payment D, as described in Section IV.E.3.

2. Incentive Payment BC. If a Settling State does not qualify for Incentive Payment A, it may still qualify to receive up to fifty-nine percent (59%) of the Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount under Incentive Payment BC. A Settling State may earn Incentive Payment BC in Payment Years 1 through 3 and may receive, when combined with the Settling State's Base Payment, a

maximum of up to 97% of the Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount. Eligibility for Incentive Payment BC is as follows:

a. Subject to Section IV.E.1, the amount of Incentive Payment BC for which a Settling State is eligible shall be determined based on the aggregate population of the Settling State's Incentive BC Subdivisions that participate in the Agreement or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of all of the Settling State's Incentive BC Subdivisions. The Settling State's Incentive BC Subdivisions are (i) all Litigating Subdivisions (including School Districts and Special Districts) and (ii) all Non-Litigating Threshold Subdivisions (collectively, all Litigating Subdivisions and all Non-Litigating Threshold Subdivisions are "*Incentive BC Subdivisions*"). The percentage of the Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount, inclusive of the Base Payment, to which the Settling State is entitled shall be determined according to the table of Incentive BC payment levels below:

Percentage of Incentive BC Subdivision Population[7]	**Percentage of Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount (includes the Base Payment)**
Participation of 85% but less than 86%	Payment of 43%
Participation of 86% but less than 87%	Payment of 46%
Participation of 87% but less than 88%	Payment of 49%
Participation of 88% but less than 89%	Payment of 52%
Participation of 89% but less than 90%	Payment of 55%
Participation of 90% but less than 91%	Payment of 58%
Participation of 91% but less than 92%	Payment of 61%
Participation of 92% but less than 93%	Payment of 64%
Participation of 93% but less than 94%	Payment of 67%
Participation of 94% but less than 95%	Payment of 70%
Participation of 95% but less than 96%	Payment of 75%
Participation of 96% but less than 97%	Payment of 79.5%
Participation of 97% but less than 98%	Payment of 84%
Participation of 98% but less than 99%	Payment of 88.5%
Participation of 99% but less than 100%	Payment of 93% o

[7] The "Percentage of Incentive BC Subdivision Population" shall be determined by the aggregate population of the Settling State's Incentive BC Subdivisions that participate in the Agreement or have had their claims resolved through a Case-Specific Resolution divided by the aggregate population of the Settling State's Incentive BC Subdivisions. In calculating the Settling State's population that resides in Incentive BC Subdivisions, the population of the Settling State's Incentive BC Subdivisions shall be the sum of the population of all Incentive BC Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive BC Subdivision. An individual Subdivision shall not be included more than once in either the numerator or denominator of the calculation regardless if it (or any of its officials) is named more than once as plaintiffs in the same lawsuit; *provided*, *however*, that for the avoidance of doubt, no Subdivision will be excluded from the numerator or denominator under this sentence unless a Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Subdivision to be excluded.

Participation of 100%	Payment of 97%

b. For Payment Year 1, the Settlement Fund Administrator shall calculate and allocate Incentive Payment BC payments to Settling States based on the Settling State's Incentive BC Subdivision Population participation rate as of the First Subdivision Participation Date. Payments to the Settling States and/or any refund to Walmart shall be made as soon as practicable after the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

c. For Payment Year 2, additional payments of Incentive Payment BC shall be made to any Settling State for which the Settling State's Incentive BC Subdivision Population participation rate as of the Second Subdivision Participation Date results in a higher payment level than for Payment Year 1. Any Incentive Payment BC payment to a Settling State in Payment Year 2 will be 87.5% of the difference between (i) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the Second Subdivision Participation Date and (ii) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the First Subdivision Participation Date. Any payments to Settling States or reversion to Walmart will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

d. For Payment Year 3, additional payments of Incentive Payment BC shall be made to any Settling State for which the Settling State's Incentive BC Subdivision Population participation rate as of the Third Subdivision Participation Date results in a higher payment level than for Payment Year 2. Any Incentive Payment BC payment to a Settling State in Payment Year 3 will be 75% of the difference between (i) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the Third Subdivision Participation Date and (ii) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the Second Subdivision Participation Date. Any payments to Settling States or reversion to Walmart will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

e. The Settlement Fund Administrator shall withhold sufficient funds from Participating Subdivisions in each Payment Year to pay Non-Participating Subdivisions listed on Exhibit G for the Payment Year if they become Participating Subdivisions by the Second Subdivision Participation Date or Third Subdivision Participation Date. If such Non-Participating Subdivisions do not become Participating Subdivisions by the Third Subdivision Participation Date, such withheld funds will be allocated to Participating Subdivisions based on the allocation percentages on Exhibit G. For the avoidance of doubt, nothing in this subsection allows a Non-Participating Subdivision to receive funds until and unless it becomes a Participating Subdivision.

3. Incentive Payment D. Incentive Payment D shall be applied starting at Payment Year 3 and the amount of Incentive Payment D in each year will depend on (i) the Settling State's eligibility as set out in Section IV.E.3.a and (ii) the Percentage of

Incentive BC Subdivision Population achieved by the Settling State as of the Third Subdivision Participation Date. Incentive Payment D shall be equal to between three percent (3%) and fifteen percent (15%) of the of the Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount. The Incentive Payment D may be earned in each of Payment Years 3 through 6. Eligibility for Incentive Payment D is as follows:

a. A Settling State is eligible for Incentive Payment D if there has been no Later Litigating Subdivision (for purposes of Incentive Payment D, Later Litigating Subdivisions are limited to (i) a Primary Subdivision; (ii) a school district with a K-12 student enrollment of at least 25,000 or 0.10% of the State's population, whichever is greater; (iii) a health district or hospital district that has at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and (iv) Primary Fire Districts) in that State that has had a Claim against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion as of July 15 of Payment Years 3 to 6 (each, an "*Incentive Payment D Look-Back Date*").

b. To the extent a Settling State achieves a Percentage of Incentive BC Subdivision Population of 95% or above as of the Third Subdivision Participation Date, the level of Incentive Payment D is reduced according to the schedule below. The following portions of Incentive Payment D are paid in equal installments in Payment Years 3 through 6:

Percentage of Incentive BC Subdivision Population as of the Third Subdivision Participation Date	**Incentive Payment D Amount as a Percentage of Settling State's Overall Allocation Percentage of the Global Settlement Remediation Amount**
Participation below 95%	15%
Participation of 95% but less than 96%	13%
Participation of 96% but less than 97%	11%
Participation of 97% but less than 98%	9%
Participation of 98% but less than 99%	7%
Participation of 99% but less than 100%	5%
Participation of 100%	3%

c. The Settlement Fund Administrator shall determine a Settling State's eligibility for Incentive Payment D as of the Incentive Payment D Look-Back Date in Payment Years 3 through 6. If a Later Litigating Subdivision's lawsuit in that Settling State survives more than six (6) months after denial in whole or in part of a Threshold Motion, that State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year. Prior to the Incentive Payment D Look-Back Date in Payment Years 3 through 6, Walmart may provide the Settlement Fund Administrator and the

Enforcement Committee with notice identifying any Settling State(s) it believes do not qualify for Incentive Payment D and information supporting its belief.

d. If, at any time within six (6) years of the Threshold Subdivision Participation Date, any Subdivision becomes a Later Litigating Subdivision (as that term is limited by Section IV.E.3.a), then Walmart shall, within thirty (30) days of Walmart or any Released Entity being served or otherwise informed of the prosecution of such Released Claims, provide notice to the Settling State in which such Released Claims are being pursued and shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Walmart under the Agreement or the Injunctive Relief Terms imposed on it). The relevant Settling State and Walmart shall confer and use reasonable efforts to promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

e. Notwithstanding Section IV.E.3, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for any missed payments of Incentive Payment D in the following Payment Year, less any litigation fees and costs incurred by Walmart in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund*. The Settlement Fund shall be comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payment made under Section IV into the Settlement Fund shall be initially allocated among those three (3) Sub-Funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds).

B. *Use of Settlement Payments*.

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation to address Alleged Harms, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than eighty-five percent (85%) of Walmart's maximum payment amounts, distributed pursuant to Section IV, Section VIII, and Section IX as set forth on Exhibit M over the entirety of all Payment Years (but not in any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision may, subject to the limitation in the second sentence of Section V.B.1, use

monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation, provided that if, at any time, a Settling State or a Participating Subdivision listed on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision listed on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and Walmart how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "*Total Remediation Amount*" for purposes of Section V.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund*. The allocation of the Settlement Fund allows for different approaches to be taken in different States, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. This Agreement has no effect on the ability of Settling States and their Subdivisions to internally agree on the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level Sub-Funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate Base Payments under Section IV.D on a State-specific basis in proportion to each Settling State's respective Overall Allocation Percentage. Base Payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under Section IV.E on a State-specific basis in proportion to each Settling State's respective Overall Allocation Percentage. Incentive payments for which a Settling State is eligible under Section IV.E will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Settlement Fund Administrator. Prior to the Threshold Subdivision Participation Date, Walmart and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

4. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund; *provided*, *however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Walmart shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. *Settlement Fund Reallocation and Distribution*.

As set forth below, within a particular Settling State's account, amounts contained in the Sub-Funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Sub-Funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into or amended after November 14, 2022 shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.[8] For a State-Subdivision Agreement to be applied to the relevant portion of the Payout Amount, notice must be provided to Walmart and the Settlement Fund Administrator at least ten (10) business days prior to the Settlement Fund Administrator issuing payment to Settling States pursuant to the Payout Procedure.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such Sub-Funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation,[9] then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) Sub-Funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not

[8] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

[9] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

address distribution of all or some of these three (3) Sub-Funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to remediation and abatement, then the default provisions in this Agreement concerning allocation among the three (3) Sub-Funds and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Remediation Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Fund Administrator is not required to honor voluntary redistribution for which notice is provided to it less than sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that State's State Fund shall be distributed to that State.

b. Amounts apportioned to that State's Remediation Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Remediation Accounts Fund. If a Settling State has established a Statutory Trust, then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Remediation Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section V.F shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any

amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3. A Settling State may allocate funds from its State Fund or Remediation Accounts Fund for Special Districts.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions to the extent such a distribution would violate Section VII.E or Section VII.F. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Remediation Accounts Fund*.

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Remediation Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.G.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Remediation Accounts Fund will be used solely for future Opioid Remediation[10] and the following shall apply with respect to a Settling State:

a. *Regional Remediation*.

(i) At least fifty percent (50%) of distributions for remediation from a State's Remediation Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (A) define its initial regions, which shall consist of one (1) or more General-Purpose Subdivision(s) and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the

[10] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated using the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages allocated to each region to reflect the number of General-Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of block grants for future Opioid Remediation.[11] A Participating Subdivision eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more, and (3) has funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.c shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "*Advisory Committee*") to provide input and recommendations regarding remediation spending from that Settling State's Remediation Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-

[11] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

Subdivision Agreement or Allocation Statute); *provided*, *however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Remediation Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to between Walmart and the Enforcement Committee.

F. *Nature of Payment*. Walmart, the Settling States, and the Participating Subdivisions each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms; (b) the Total Remediation Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Total Remediation Amount received by each Settling State or Participating Subdivision is less than or equal to the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Total Remediation Amount by Walmart constitutes restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Walmart in order to restore, in whole or in part, the Settling States, Participating Subdivisions, and persons to the same position or condition that they would be in had the Settling States, Participating Subdivisions, and persons not suffered the Alleged Harms, and constitutes restitution and

remediation for alleged damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law; and

4. For the avoidance of doubt: (a) the entire Total Remediation Amount is properly characterized as described in Section V.F, (b) no portion of the Total Remediation Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (c) no portion of the Global Settlement Amount represents the disgorgement of any allegedly ill-gotten gains, and (d) no portion of the Global Settlement Amount is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and Walmart; *provided*, *however*, that Released Entities may enforce Section X and Participating Subdivisions have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Walmart with respect to this Agreement or any Consent Judgment except that Participating Subdivisions shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Remediation Accounts Fund pursuant to Section V; *provided*, *however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* Walmart consents to the jurisdiction of the court in which the Consent Judgment is filed, limited to resolution of disputes identified in Section VI.F.2 for resolution in that court.

C. *Specific Terms Dispute Resolution*.

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Walmart believes that the eighty-five percent (85%) requirement established in Section V.B.1 is not being satisfied, Walmart may request that Walmart and the Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall (i) be limited to Walmart obtaining a reversion of its Payout Amount by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the eighty-five percent (85%) requirement established in Section V.B.1; and (ii) only reduce payments to those Settling States and their Participating Subdivisions that are below the eighty-five percent (85%) requirement established in Section V.B.1;

provided that Walmart shall not obtain a reversion of funds restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement*.

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to address allegations that (i) the Settling State's use of Remediation Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to address allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.3.a(iv) to seek resolution regarding the failure by Walmart to make its Payout Amount.

F. *Other Terms Regarding Dispute Resolution*.

1. Except as provided by Section VI.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this Section VI.F to resolve the dispute.

2. Except to the extent provided by Section VI.C or Section VI.F.3, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.3.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

3. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or Walmart (together, "*Participating Parties*") shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.2's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of withholding attributable to Non-Settling States;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms Alleged Harms," "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the failure by the Settlement Fund Administrator to pay the Payout Amount or the Additional Remediation Amount in a Payment Year, but for the avoidance of doubt, disputes between Walmart and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(v) the interpretation and application of any most-favored-nation provision in Section XII.E;

(vi) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(vii) disputes involving liability of successor entities;

(viii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, BC or D;

(ix) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(x) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by Walmart, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible,

and with a presumption in favor of remote participation to minimize the burdens on the Participating Parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any Participating Party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Walmart on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Walmart, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Walmart whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each Participating Party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between Walmart and Settling States/Participating Subdivisions shall be split fifty percent (50%) by Walmart and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

4. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining Participating Party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided*, *however*, that the date the Enforcement Committee establishes for

obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

5. If the Participating Parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of Walmart such that the members of the Enforcement Committee have a majority of one (1) member will determine, within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum, the forum where the dispute will be initiated. The forum identified by such committee shall be the sole forum for resolving the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling States' Civil Investigative Demand ("*CID*") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Walmart reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* Prior to the State Participation Date, the Parties shall agree on a vendor to serve as the Implementation Administrator and provide notice pursuant to this Section VII.A. No later than fifteen (15) calendar days after the State Participation Date, the Implementation Administrator shall send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States, shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the State Participation Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions and Special Districts listed on Exhibit G. The notice will include that the deadline for becoming a Participating Subdivision is the Threshold Subdivision Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating

Subdivision, including beginning any of the activities described in this paragraph prior to the State Participation Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions*. A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Participation Agreement to the Settlement Fund Administrator (subject to Section VII.D) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided*, *however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the relevant state seat of government is located for purposes limited to that court's role under this Agreement. The required Participation Agreement is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions*. A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Participation Agreement to the Settlement Fund Administrator (subject to Section VII.D) and upon prompt dismissal with prejudice of its lawsuit following the Threshold Subdivision Participation Date or the date on which the conditions for effectiveness in Section II.C have been met, whichever is later. A Settling State may require each Litigating Subdivision in that State to specify on the Participation Agreement whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity. For avoidance of doubt, where a subdivision official other than a General-Purpose Government has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity, that Subdivision may become a Participating Subdivision only if, in addition to the other requirements of this Section VII.C, the lawsuit filed by the subdivision official has also been dismissed with prejudice.

D. All Subdivision Participation Agreements returned to the Settlement Fund Administrator prior to the Effective Date (if any) shall be held by the Settlement Fund Administrator until the Effective Date, at which time the obligations created by such forms and releases in them become effective. If, for any reason, the Settlement Agreement does not become effective, all obligations created by such forms and releases in them shall be void *ab initio* and all Settlement Participation Forms shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then-existing document preservation obligations.

E. *Ineligible Subdivisions*. Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.

F. *Non-Participating Subdivisions*. Non-Participating Subdivisions shall not directly receive any portion of any Payout Amount, including from the State Fund and direct distributions from the Remediation Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

G. *Unpaid Allocations to Non-Participating Subdivisions*. Any payments allocated pursuant to Section V.D to a Non-Participating Subdivision that cannot be paid pursuant to this Section VII will either be allocated to the Settlement Fund for the Settling State in which the Non-Participating Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust, or be refunded to Walmart, if such funds may no longer be earned by the applicable Settling State pursuant to Section IV.C.1.

VIII. Additional Remediation

A. *Additional Remediation Amount.* Pursuant to the maximum payment amounts set forth in Exhibit M and subject to the reduction specified in Section VIII.B, Walmart shall pay an Additional Remediation Amount to the Settling States.

B. *Reduction of Additional Remediation Amount.* The amounts owed by Walmart pursuant to this Section VIII shall be reduced by the allocations set forth on Exhibit N for any Non-Settling States.

C. *Use of Funds.* All funds paid as an Additional Remediation Amount shall be part of the Total Remediation Amount, shall be used for Opioid Remediation, except as allowed by Section V.B.2, and shall be governed by the same requirements as specified in Section V.F. Such funds shall be disbursed by the Settlement Fund Administrator to the relevant Settling States as allocated by Exhibit N as part of the first payment in Payment Year 1.

D. For the avoidance of doubt, (1) notwithstanding anything to the contrary in Section VIII.C, but subject to the limitation in the second sentence of Section V.B.1 and the identification and reporting requirements in Section V.B.2, a Settling State that retained outside counsel in connection with the investigation of one or more Chain Pharmacies, as that term is defined in Exhibit S, that receives an Additional Remediation Amount because the Settling State was not otherwise eligible to receive funds from the State Outside Counsel Fee Fund may choose to have the Additional Remediation Amount designated to pay the Settling State's outside counsel, and may instruct the Settlement Fund Administrator to pay those funds directly to the Settling State's outside counsel, and (2) Additional Remediation Amount funds, including funds designated by a Settling State to pay its outside counsel under this paragraph, shall not be subject to allocation as provided in Sections V.C through V.E.

IX. Plaintiffs' Attorneys' Fees and Costs

The Agreement on Attorneys' Fees, Costs, and Expenses is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the Joint State Cost Fund are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

X. Release

A. *Scope.* As of the Threshold Subdivision Participation Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim, and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*.

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section X.B are to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. If any Releasor enters into a Non-Party Settlement on or after the Effective Date, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-

Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Walmart in Section X.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. If any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain the prohibition described in Section X.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section X.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section X.B.2 with respect to that Non-Released Entity and that Releasor and Walmart shall take the following actions to ensure that the Released Entities do not pay more with respect to Alleged Harms and/or Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Walmart:

a. Walmart shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Agreement, whichever is later;

b. Walmart and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Alleged Harms and/or Covered Conduct than the amounts owed by Walmart under this Agreement;

c. That Releasor and Walmart shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Alleged Harms and/or Covered Conduct than the amounts owed by Walmart under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Walmart or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Walmart to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Walmart by that Releasor to ensure Walmart is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Walmart under this Agreement to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Walmart may devise to hold Walmart harmless from the Claim-Over.

d. The actions of that Releasor and Walmart taken pursuant to clause (c) above must, in combination, ensure Walmart is not required to pay more with respect to Alleged Harms and/or Covered Conduct than the amounts owed by Walmart under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to clause (c) above, Releasor and Walmart may seek review by the National Arbitration Panel, or, upon consent of the parties to the dispute, by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to order a remedy, including one or more of the actions specified in clause (c), sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Walmart shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Walmart harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Walmart may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section X.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Walmart shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a

Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. *General Release*. In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent**. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

E. *Assigned Interest Waiver*. To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct or Alleged Harms by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against Walmart (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to Walmart.

F. *Res Judicata*. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

G. *Representation and Warranty*. The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or will obtain no later than the Threshold Subdivision Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past

and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Alleged Harms and/or Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from a State's Governor, to be materially similar to that in Exhibit X, is sufficient to demonstrate that the appropriate releases have been obtained.

H. *Effectiveness*. The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

I. *Cooperation*. Settling States will meet and confer with Walmart and simultaneously make reasonable efforts to resolve any action filed by a Subdivision involving any Covered Conduct, Alleged Harms, or a Product that remains pending against Walmart after the First Subdivision Participation Date or that is filed by a Subdivision against Walmart after November 14, 2022. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

J. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, Claims for liability under tax law, Claims under securities law by a State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any Claims arising under this Agreement for enforcement of this Agreement.

XI. Later Litigating Subdivisions; Non-Settling States

A. *Released Claims against Released Entities.* If a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Effective Date, the Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim and shall not oppose a Settling State's submission in support of the Threshold Motion. Walmart shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Walmart under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Walmart shall confer and use reasonable efforts to promptly resolve

the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

B. *Non-Settling States.* Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement.

C. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Settling State shall seek to obtain either dismissal of the lawsuit in cooperation with Walmart, or a release of the Primary Subdivision's claims.

D. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If a Settling State received any Payout Amounts that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Payout Amount, that Settling State shall seek to obtain a release of the claims impacted by the Revocation Event, including but not limited to defending the legality of the Bar, obtaining a dismissal of the claims made against the Released Entity, and obtaining releases from impacted Subdivisions.

XII. Miscellaneous

A. *Population of General-Purpose Governments.* The population figures for General-Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.[12]

B. *Population of Special Districts*. For any purpose in this Agreement in which the population of a Special District is used other than Section IV.E.1.a and Section IV.E.3.b: (a) School Districts' populations will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' populations will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including fire districts' and library districts') populations will be measured at ten percent (10%) of the population served. For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. Walmart and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section XII.B prior to the State Participation Date.

[12] The estimates for counties and parishes were accessed at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-countiestotal.html. The estimates for cities and towns can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html.

C. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *No Admission.* The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Walmart and all Releasors. Walmart is entering into this Agreement solely for the purposes of settlement, to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Walmart denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Walmart of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the Claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with the Injunctive Relief Terms and applicable laws and regulations.

E. *Most-Favored-Nation Provision*.

1. If, after the Effective Date, Walmart enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States may elect to seek review, pursuant to Section XII.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to Walmart, overall payment terms at least as favorable as those obtained by such Non-Settling State. "*Overall payment terms*" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amounts of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Effective Date, Walmart shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by Walmart with a Non-Settling State are more favorable to the Non-Settling State, based on the totality of the considerations set forth in Section XII.E.1, the Settling State(s) and Walmart shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which the Enforcement Committee provides a settlement

agreement or consent judgment to Walmart of their intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the State's belief that it is entitled to a revision of the Agreement.

b. Walmart shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether is the Settling State(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Walmart do not reach agreement as to the application of Section XII.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XII.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.3.

d. The Settling State and Walmart shall be bound by the determination of the National Arbitration Panel.

4. This Section XII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with Walmart that is entered into with: (a) a Non-Settling State after a date ninety (90) calendar days prior to the scheduled start date of a trial between Walmart and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Walmart jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against Walmart. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This Section XII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Walmart and Non-Participating Subdivisions.

6. This Section XII.E will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

F. *Tax Cooperation and Reporting*.

1. Upon request by Walmart, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Walmart to establish the statements set forth in Section

V.F to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XII.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with Walmart with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to Walmart and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by Walmart, and (b) provides to Walmart a copy of (i) the IRS Form 1098-F filed with respect to Walmart and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.F.

4. Any return, amended return, or written statement filed or provided pursuant to Section XII.F.3, and any similar document, shall be prepared and filed in a manner consistent with reporting the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and the Total Remediation Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XII.F other than an IRS Form 1098-F in the form attached as Exhibit U, the Designated State shall direct and ensure that the Appropriate Official provides to Walmart a draft of such return, amended return, or written statement no later than sixty (60) calendar days prior to the due date thereof, and shall accept any reasonable revisions from Walmart on the return, amended return, or written statement.

5. For the avoidance of doubt, neither Walmart nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Total Remediation Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation*. Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction*. None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

J. *Cooperation*. Each Party and each Participating Subdivision agrees to use reasonable efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement*. This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution*. This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry*. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *Legal Obligations*. Nothing in this Agreement shall relieve Walmart of the obligation to comply with all state and federal laws, regulations or rules, nor does any provision herein permit any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that Walmart cannot comply with this Agreement without violating such a requirement or requirements, Walmart shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict.

With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in Exhibit P at § I(4)(c) of the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XII.N.

P. *Non-Admissibility*. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a Claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entities that the Remediation Payment provides a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

Q. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller, Deputy General Counsel
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

Dave Yost, Attorney General
Ohio Attorney's General Office
Attn: Jonathan Blanton, First Assistant Attorney General

30 East Broad Street
Columbus, OH 43215
Jonathan.Blanton@OhioAGO.gov

Letitia James, Attorney General
New York State Office of the Attorney General
Attn: Jennifer Levy, First Deputy Attorney General
28 Liberty Street
New York, NY 10005
Jennifer.Levy@ag.ny.gov

For the Plaintiffs' Executive Committee:

Paul T. Farrell, Jr.
Farrell & Fuller, LLP
270 Munoz Rivera Ave., Suite 201
San Juan, Puerto Rico 00918
paul@farrellfuller.com

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

For Walmart:

Karen Roberts
Executive Vice President and General Counsel
Walmart, Inc.
702 S.W. 8th Street
Bentonville, AR 72716
Karen.Roberts@walmartlegal.com

Notices to Walmart's attorneys shall be delivered to:

David W. Ogden
Charles C. Speth
Wilmer Cutler Pickering Hale and Dorr LLP
1875 Pennsylvania Avenue, NW
Washington, DC 20006

David.Ogden@wilmerhale.com
Charles.Speth@wilmerhale.com

Brian K. Mahanna
Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
Brian.Mahanna@wilmerhale.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XII.Q.

R. *No Waiver*. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

S. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

T. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. *Successors*.

1. This Agreement shall be binding upon, and inure to the benefit of, Walmart and its respective successors and assigns.

2. Walmart shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Walmart's obligations under this Agreement.

3. Walmart shall not in one (1) transaction, or a series of related transactions, sell, or transfer assets (other than sales or transfers of inventories, or sales or transfers to an entity owed directly or indirectly by Walmart) having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Walmart where the sale or transfer transaction is announced after the Effective Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Walmart's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close

of a sale or transfer transaction. The above restriction shall not apply if Walmart obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of Walmart's remaining payment obligations under this Agreement equal to the percentage of Walmart's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with the United States generally accepted accounting principles and as of the date of Walmart's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XII.U.3 shall be enforceable solely by the Enforcement Committee, and any objection under this Section XII.U.3 not raised within twenty (20) calendar days from the date that Walmart transmits notice of the transaction to the Enforcement Committee is waived. Any dispute under this Section XII.U.3 shall be a National Dispute as described in Section VI.F.3 and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

4. The restrictions set forth in Sections XII.U.2-3 shall expire sixty (60) days after Walmart satisfies the payment terms in Section IV.B.

V. *Waiver*. Walmart, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until ninety (90) days after Walmart satisfies the payment terms in Section IV.B. The foregoing waiver and relinquishment includes, without limitation, until ninety (90) days after Walmart satisfies the payment terms in Section IV.B, Walmart's rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

W. *Modification, Amendment, Alteration.* In the event the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, or Walmart concludes prior to December 1, 2022 that technical corrections are required to this Agreement, the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, and Walmart shall

meet and confer and make such amendments as they agree are appropriate. Except as otherwise provided in this Agreement, after the State Participation Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Walmart, along with the signatures of at least two-thirds of the Settling States along with a representation from each such Settling State that either: (1) the Advisory Committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions; or (2) in States without any Advisory Committee, that 50.1% (by population) of the Participating Subdivisions expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

X. *Termination*.

1. Unless otherwise agreed to by Walmart and the Settling State in question, this Agreement or the Consent Judgment as to that Settling State and all of its terms (except Section XII.P and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect, only if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or

b. this Agreement has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XII.X.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Walmart and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. Walmart and the Settling State in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Walmart and the Settling State in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless Walmart and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties after the Payout Amount in Payment Year 6 is paid, *provided* that Walmart has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section XII.X.3 or in this Agreement, all releases under this Agreement will remain effective in perpetuity.

Y. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of each Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Walmart or against which Walmart is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

AGENDA: 03/21/2023
ITEM: 10

RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA
RESOLUTION # 1668
March __, 2023

A RESOLUTION TO APPROVE PARTICIPATION IN CVS SETTLEMENT AGREEMENT

WHEREAS, pharmaceutical opioids have harmed the City of Bethany, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical supply chain participants, including CVS Health Corporation and CVS Pharmacy, Inc. (collectively "CVS").

WHEREAS, the City of Bethany, Oklahoma has claims against CVS and/or has filed or will file suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, CVS has agreed to settle the claims of the State of Oklahoma and certain Oklahoma subdivisions in the CVS Settlement Agreement dated December 9, 2022.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma hereby elects to participate, and hereby approves its participation in, the CVS Settlement Agreement, authorizes the Mayor of the City of Bethany, or the Mayor's designee, to execute the Subdivision Participation and Release Form contained in the CVS Settlement Agreement as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including dismissal with prejudice of the City of Bethany's claims against CVS.

THEREFORE, BE IT RESOLVED that _____ County, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the CVS Settlement Agreement, and the other agreements related to the CVS Settlement Agreement referenced herein, for the benefit of the City of Bethany, Oklahoma, including executing any documents required to finalize the participation of the City of Bethany, Oklahoma in the CVS Settlement Agreement.

The City of Bethany, Oklahoma adopted the above Resolution on the _____ day of _____, 2023.

CITY OF BETHANY, OKLAHOMA:

_____
Mayor

Dated this ____ day of _____, 2023.

ATTEST:

_____
City Clerk

CVS SETTLEMENT AGREEMENT

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CVS SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of December 9, 2022 (the "*Agreement*"), sets forth the terms of settlement between and among the Settling States, CVS, and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section II and Section VIII, this Agreement will be binding on all Settling States, Participating Subdivisions, and CVS. This Agreement will then be submitted for entry as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

WHEREAS, certain States and Subdivisions have filed or could file Actions in various forums against CVS raising Claims or allegations concerning, related to, based upon, or in connection with the Alleged Harms and/or the Covered Conduct;

WHEREAS, CVS (i) denies each and all of the Claims and allegations of wrongdoing made by the States and Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against CVS arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by any State or Subdivision related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the current Actions relating to CVS are false and materially inaccurate; (iii) denies that any State, Subdivision, or resident thereof was harmed by any conduct of CVS; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute, regulation, or common law; and (v) maintains that CVS would be able to successfully defend against the Claims and allegations at trial, that the facts do not support the allegations, that CVS engaged in no misconduct or unlawful activity, and that CVS caused no harm to any State, Subdivision, or resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, the Parties have determined that it is preferable to resolve any Claims the States and Subdivisions may have through a cooperative and mutually beneficial settlement that provides funding to remediate Alleged Harms;

WHEREAS, the Parties have each considered the costs, delays and uncertainty associated with the continued prosecution and defense of the Actions;

WHEREAS, the Parties believe the settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, the States have concluded that the terms of the settlement are fair, reasonable and adequate and in the best interests of the States and all Subdivisions and citizens and residents of the States;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation

of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof; and

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than Court approvals associated with this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Settling States, Participating Subdivisions, and CVS, by and through their respective counsel, as follows:

I. Definitions

For all sections of this Agreement except Exhibit E and Exhibit P, the following definitions apply:

A. "*Actions*" means any lawsuit by a Settling State or Participating Subdivision asserting any Released Claim against one or more Released Entities.

B. "*Additional Remediation Amount*" means the amount available to the Settling States totaling up to $28,527,739.

C. "*Advisory Committee*" has the meaning set forth in Section V.E.2.d.

D. "*Agreement*" has the definition set forth in the preamble, including all exhibits.

E. "*Alleged Harms*" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by CVS.

F. "*Allocation Statute*" means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation as set forth in Section V.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

G. "*Annual Payment*" means the total amount payable to the Settlement Fund Administrator by CVS on the Payment Date each year, as calculated by the Settlement Fund Administrator pursuant to Section IV.C.3. For the avoidance of doubt, this term does not include the Additional Remediation Amount, amounts paid pursuant to Section X, amounts paid for the

cost of the Settlement Fund Administrator pursuant to Section V.C.4, or amounts paid for the cost of the Implementation Administrator pursuant to Section VIII.A.

H. "*Appropriate Official*" has the meaning set forth in Section XIII.F.3.

I. "*Base Payment*" has the meaning set forth in Section IV.G.

J. "*Bankruptcy Code*" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*

K. "*Bar*" means either: (1) a law barring Subdivisions in a State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by the highest court of the State (or, in a State with a single intermediate court of appeals, the intermediate court of appeals when not subject to further review by the highest court of the State) setting forth the general principle that Subdivisions in the State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments made by CVS under this Agreement) shall not constitute a Bar.

L. "*Case-Specific Resolution*" means either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments made by CVS under this Agreement) shall not constitute a Case-Specific Resolution.

M. "*Claim*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

N. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

O. "*Consent Judgment*" means a state-specific consent judgment in a form to be agreed by the Settling States and CVS prior to the Initial Subdivision Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section XI.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

P. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or relating in any way to: (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, and/or any similar act or failure to act related to any Product; the use and/or abuse of any Product; orders, prescriptions, formularies, guidelines, payments and/or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim and/or benefit administration, claim adjudication, plan design, data and/or sales thereof, and/or any similar act or failure to act relating to any Product; and/or any system, plan, policy and/or advocacy relating to any Product, including but not limited to unbranded promotion, marketing, programs, and/or campaigns related to any Product and/or class of Products; (2) the characteristics, properties, risks and/or benefits of any Product; (3) the reporting, disclosure, non-reporting and/or non-disclosure to federal, state and/or other regulators of orders and/or prescriptions, theft, diversion and/or any similar conduct related to any Product; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, and/or converting any Product; and (5) controls against diversion, corresponding responsibility, and/or suspicious order monitoring related to any Product.

Q. "*CVS*" means CVS Health Corporation and CVS Pharmacy, Inc. and all of their past and present direct and indirect parents and subsidiaries. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities.

R. "*Designated State*" means New York.

S. "*Effective Date*" means fifteen (15) calendar days after the Reference Date.

T. "*Eligible State*" means the states, commonwealths, and territories of the United States of America, but excluding Florida, New Mexico, and West Virginia. Eligible States are listed in Exhibit F-2. The use of non-capitalized "state" to describe something (*e.g.*, "state court") shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, "territorial court").

U. "*Enforcement Committee*" means a committee consisting of certain representatives of the Settling States and of the Participating Subdivisions selected and operating pursuant to the organizational bylaws set forth at Exhibit B. Notice pursuant to Section XIII.Q shall be provided when there are changes in membership or contact information.

V. "*Final Order*" means an order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek *certiorari*, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for *certiorari*, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for *certiorari*, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for *certiorari*, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which *certiorari*, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek *certiorari*, review, reargument, stay, or rehearing has expired and no such further appeal or petition for *certiorari*, review, reargument, stay, or rehearing is pending.

W. "*Global Settlement Amount*" means the sum of (a) the Maximum Remediation Payment, (b) the Additional Remediation Amount, and (c) any attorneys' fees and costs set forth in Exhibit R, Exhibit S and Exhibit T.

X. "*Implementation Administrator*" means the vendor agreed to by CVS and the Enforcement Committee and retained by CVS to provide notice pursuant to Section VII.A and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Participation Agreements.

Y. "*Incentive C Eligible Subdivisions*" has the meaning set forth in Section IV.H.8.e.

Z. "*Incentive A*" and "*Incentive Payment A*" mean the incentive payment described in Section IV.H.6.

AA. "*Incentive B"* and "*Incentive Payment B*" mean the incentive payment described in Section IV.H.7.

BB. "*Incentive C"* and "*Incentive Payment C*" mean the incentive payment described in Section IV.H.8.

CC. "*Incentive Payment D*" means the incentive payment described in Section IV.H.9.

DD. "*Incentive Payment D Look-Back Dates*" has the meaning set forth in Section IV.H.9.d.

EE. "*Initial Participating Subdivision*" means a Subdivision that meets the requirements set forth in Section VII.D.

FF. "*Initial Subdivision Participation Date*" means ninety (90) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of CVS and the Enforcement Committee.

GG. "*Injunctive Relief Terms*" means the terms described in Section III and set forth in Exhibit P.

HH. "*Later Litigating Subdivision*" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Initial Subdivision Participation Date; or (2) adds a Released Claim against a Released Entity after the Initial Subdivision Participation Date to a lawsuit brought before the Initial Subdivision Participation Date that, prior to the Initial Subdivision Participation Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Initial Subdivision Participation Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Initial Subdivision Participation Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that Settling State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Initial Subdivision Participation Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Initial Subdivision Participation Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

II. "*Later Participating Subdivision*" means a Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VII.E.

JJ. "*Litigating Subdivisions*" means all Subdivisions that have brought any Released Claim against any Released Entities as of the Initial Subdivision Participation Date. Attached as Exhibit C is a list of the Litigating Subdivisions in each Eligible State. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Initial Subdivision Participation Date.

KK. "*Maximum Remediation Payment*" means $4,279,160,837, the total amount available to Eligible States for Annual Payments as set forth in Exhibit M-1.[1] The actual amount paid for Annual Payments is subject to reduction from the Maximum Remediation Payment for

[1] The total maximum amount of this settlement is up to $5,022,083,578, which includes (i) up to $4,279,160,837 in the Maximum Remediation Payment; (ii) up to $539,457,124 in Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs; (iii) up to $85,583,217 in the State Outside Counsel Fee Fund, State Cost Fund and Additional Remediation Amount; (iv) a credit of $117,882,400 for CVS's settlements with the state of New Mexico, state of West Virginia, and Nassau County and Suffolk County of New York. In no event shall CVS's payment obligation under this Agreement exceed the sum of (i)-(iii) above ($4,904,201,178).

Non-Settling States, unachieved incentive payments, and as otherwise set forth in this Agreement. In no event shall CVS's total Annual Payments under this Agreement ever exceed the Maximum Remediation Payment.

LL. "*Maximum Annual Remediation Payments*" means the total amount available to Eligible States for Annual Payments in each Payment Year as set forth in the "Total Remediation" column of Exhibit M-1. In no event shall an Annual Payment in Payment Years 1-5 exceed the Maximum Annual Remediation Payment for that Payment Year set forth in Exhibit M-1. For Payment Years 6-10, the Annual Payment may exceed the Maximum Annual Remediation Payment for that Payment Year only to the extent needed for Incentive Payment D for a Settling State that has not earned some or all Incentive Payment C in prior Payment Years, having resulted in correspondingly lower Annual Payments in those prior Payment Years. In no event shall an Annual Payment in Payment Years 6-10 exceed the range set forth in Exhibit M-2 for that Payment Year. For the avoidance of doubt, in no event shall the Annual Payments in Payment Years 6-10 cause CVS's total Annual Payments to exceed the Maximum Remediation Payment.

MM. "*National Arbitration Panel*" means the panel comprised as described in Section VI.F.3.b.

NN. "*National Disputes*" has the meaning set forth in Section VI.F.3.a.

OO. "*Non-Litigating Subdivision*" means any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

PP. "*Non-Litigating Threshold Subdivision*" means (a) all Primary Subdivisions with populations equal to or greater than 30,000 that have not brought a Released Claim against any Released Entity as of the Initial Subdivision Participation Date and (b) any other Primary Subdivisions with populations between 10,000 and 30,000 that have not brought a Released Claim against any Released Entity but have brought a claim related to Products, including any Claims related to the Covered Conduct and/or Alleged Harms, against McKesson, AmerisourceBergen, Cardinal Health, Janssen Pharmaceuticals, or any parents, subsidiaries, divisions, predecessors, successors, and assigns of McKesson, AmerisourceBergen, Cardinal Health, or Janssen Pharmaceuticals. Attached as Exhibit W is a list of the Non-Litigating Threshold Subdivisions in each Eligible State. Exhibit W will be updated (including with any corrections) periodically, and a final version of Exhibit W will be attached hereto as of the Initial Subdivision Participation Date.

QQ. "*Non-Participating Subdivision*" means any Subdivision that is not a Participating Subdivision.

RR. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

SS. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

TT. "*Non-Released Entity*" means an entity that is not a Released Entity.

UU. "*Non-Settling State*" means any Eligible State that is not a Settling State.

VV. "*Opioid Remediation*" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures[2] except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

WW. "*Opioid Tax*" means any tax, assessment, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a Settling State on a pharmacy's ordering or dispensing of opioid products. For the avoidance of doubt, an Opioid Tax shall not include a fee that a retail pharmacy pays to become registered or licensed to operate as a retail pharmacy or to dispense controlled substances in a Settling State, or to renew such a registration or license in a Settling State.

XX. "*Overall Allocation Percentage*" means a Settling State's percentage as set forth in Exhibit F-2. For the avoidance of doubt, the aggregate Overall Allocation Percentage of all Eligible States (including Settling States and Non-Settling States) shall equal one hundred percent (100%).

YY. "*Participating Subdivision*" means any Subdivision in a Settling State that joins the Agreement and meets the requirements for becoming a Participating Subdivision under Section VII.B or Section VII.C, as applicable.

ZZ. "*Participation Percentage of Incentive C Eligible Subdivision Population*" has the meaning set forth in Section IV.H.8.d.

AAA. "*Participation Percentage of Litigating Subdivision Population*" has the meaning set forth in Section IV.H.7.d.

BBB. "*Parties*" means CVS and the Settling States (each, a "*Party*").

CCC. "*Payment Year*" means the calendar year during which the applicable Annual Payment is due pursuant to Section IV.B. Payment Year 1 is 2023, Payment Year 2 is 2024 and so forth. References to payment "*for a Payment Year*" mean the Annual Payment due during that year. References to eligibility "*for a Payment Year*" mean eligibility for Annual Payment during that year.

DDD. "*Preliminary Agreement Date*" has the meaning set forth in Section II.C.

EEE. "*Primary Fire District*" means a fire district that covers a population of 25,000, or 0.20% of an Eligible State's population if an Eligible State's population is greater than 18 million.

[2] Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

If not easily calculable from state data sources and agreed to between the Eligible State and CVS, a fire district's population is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties. "Primary Fire Districts" shall mean fire districts as identified in connection with the implementation of the July 21, 2021 Janssen Settlement Agreement.

FFF. "*Primary Subdivision*" means any General-Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with a population over 10,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each Eligible State.

GGG. "*Prior Litigating Subdivision*" means a Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Initial Subdivision Participation Date and all such Released Claims were separately settled or finally adjudicated prior to the Initial Subdivision Participation Date; *provided, however*, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, CVS and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

HHH. "*Product*" means any chemical substance, whether licit or illicit, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to a benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, and midazolam), a muscle relaxer, carisoprodol, zolpidem, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, provided such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

III. "*Reference Date*" means the date on which CVS is to provide notice to the Settling States and the Enforcement Committee of its determination whether to proceed with this Agreement as required by Section VIII.B. The Reference Date shall be no later than thirty (30) days after the Initial Subdivision Participation Date, unless it is extended by the written agreement of CVS and the Enforcement Committee.

JJJ. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct and/or Alleged Harms occurring prior to the Initial Subdivision Participation Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, any of its Subdivisions or Special Districts, or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct and/or Alleged Harms. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that the use and/or effect of this Agreement in connection with Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

KKK. "*Released Entities*" means CVS and (1) all of CVS's past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, and assigns; (2) the past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, and joint ventures of any of the foregoing; (3) all of CVS's insurers (solely in their role as insurers with respect to the Released Claims); (4) all of CVS's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, CVS). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, any joint venture partner of a joint venture in subsection (2) or (4) is not a Released Entity unless such entity independently falls within subsections (1)-(5) above. An illustrative list of CVS's present joint ventures, subsidiaries, affiliates and predecessor entities is set forth in Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. Current or former defendants in *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) ("*MDL*") (or in other pending litigation asserting a Claim for Covered Conduct, as identified in the *"National Opiate Litigation – Case and Defendant Extract"* provided to CVS by the Plaintiffs' Executive Committee on November 22, 2022) not identified in Exhibit J are not considered Released Entities, *provided, however*, that any CVS entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after December 9, 2022 shall be considered Released Entities even if not listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by CVS before the Initial Subdivision Participation Date is a Released Entity, but any entity acquired, or joint venture entered into, by CVS after the Initial Subdivision Participation Date is not a Released Entity.

LLL. "*Releasors*" means (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Subdivision Participation Date) the authority set forth in Section XI.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Participation Agreement referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority.

MMM. "*Remediation Accounts Fund*" means the component of the Settlement Fund described in Section V.E.

NNN. "*Revocation Event*" means, with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

OOO. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that Settling State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that Settling State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that Settling State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on CVS other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that Settling State opt out. In seeking certification of any Settlement Class, the applicable Settling State and Participating Subdivisions shall make clear that certification is sought solely for settlement

purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

PPP. "*Settlement Fund*" means the interest-bearing fund established pursuant to this Agreement into which the payment under Section IV is made. The Settlement Fund is comprised of the Remediation Accounts Fund, State Fund, and Subdivision Fund.

QQQ. "*Settlement Fund Administrator*" means the entity that determines the payments and reversions due under Section IV and Section IX, including annually determining the Payout Amount and calculating incentive payments, administers the Settlement Fund, and distributes amounts into three sub-funds (the Remediation Accounts Fund, State Fund, and Subdivision Fund) pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Subdivision Participation Date, CVS and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator's fees and costs, all of which shall be appended to the Agreement as Exhibit L.

RRR. "*Settling State*" means an Eligible State that has entered into this Agreement with CVS and delivers an executed State Participation Form and executed releases in accordance with Section II.A.

SSS. "*State Global Allocation Percentage*" means the allocation percentages for all States as set forth in Exhibit F-1, which represents allocations before adjusting for States that are not Eligible States due to prior settlements with CVS (Florida, New Mexico, and West Virginia).

TTT. "*State Fund*" means the component of the Settlement Fund described in Section V.C.

UUU. "*State Participation Form*" means the form attached as Exhibit V.

VVV. "*State Participation Date*" has the meaning set forth in Section II.A.

WWW. "*State-Subdivision Agreement*" means an agreement that a Settling State reaches with the Subdivisions in that Settling State regarding the allocation, distribution, and/or use of funds allocated to that Settling State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A Settling State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

XXX. "*Statewide Payment Amount"* means the amount from an Annual Payment to be paid to a Settling State, its separate types of funds (if applicable), and its Participating Subdivision listed on Exhibit G.

YYY. "*Statutory Trust*" means a trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made using funds from such Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A Settling State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State's Settlement Fund, but this is not required.

ZZZ. "*Subdivision*" means any (1) General-Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a Settling State, and (2) any other subdivision, subdivision official (acting in an official capacity on behalf of the subdivision) or sub-entity of or located within a Settling State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. "General-Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.[3] The three (3) General-Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.[4] The terms "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.[5] References to a Settling State's Subdivisions or to a Subdivision "in," "of," or "within" such Settling State include Subdivisions located within the Settling State even if they are not formally or legally a sub-entity of such Settling State; *provided, however*, that a "health district" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

AAAA. "*Subdivision Allocation Percentage*" means the portion of a Settling State's Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V.C or Section V.D if it becomes a Participating Subdivision. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision

[3] https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html.

[4] *E.g.*, U.S. Census Bureau, "Technical Documentation: 2017 Public Use Files for State and Local Government Organization" at 7 (noting that "the Census Bureau recognizes five basic types of local governments," that three of those are "general purpose governments" (county governments, municipal governments, and township governments), and that the other two are "school district and special district governments"), https://www2.census.gov/programs-surveys/gus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

[5] A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by "FUNCTION_NAME." "Govt_Units_2017_Final" spreadsheet, "Special District" sheet, included in "Independent Governments - list of governments with reference information," https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html. As used herein, "fire district" corresponds to Special District function name "24 – Local Fire Protection," "Health District" corresponds to Special District function name "32 – Health," "Hospital District" corresponds to Special District function name "40 – Hospitals," and "Library District" corresponds to Special District function name "52 – Libraries." *See id.*

Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Subdivision Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

BBBB. "*Subdivision Fund*" means the component of the Settlement Fund described in Section V.C.

CCCC. "*Subdivision Participation Agreement*" means the form of agreement attached as Exhibit K that Participating Subdivisions must execute and return to the Implementation Administrator or Settlement Fund Administrator.

DDDD. "*Threshold Motion*" means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

EEEE. "*Total Remediation Amount*" means the aggregate amount paid or incurred by CVS hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys' fees, investigation costs or litigation costs.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States*. On December 9, 2022, this Agreement shall be distributed to all Eligible States by the Enforcement Committee. The Eligible States' Attorneys General shall then have until December 31, 2022 (the "*State Participation Date*"), to decide whether to become Settling States. Eligible States that determine to become Settling States shall sign a State Participation Form, in the form attached as Exhibit Y, and provide it to CVS and the Enforcement Committee on or before the State Participation Date. The State Participation Date may be extended by the written agreement of CVS and the Enforcement Committee.

B. *Condition to Preliminary Agreement—Settling States' Determination to Proceed*. Following the State Participation Date, the Settling States on the Enforcement Committee shall determine whether enough Eligible States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. The Settling States shall have full, unfettered, and unilateral discretion to abandon the Agreement, without prejudice, should they

determine, based on any criteria or factors they deem relevant, that the Eligible State participation level is insufficient. Within seven (7) calendar days after the State Participation Date, the Settling States shall provide notice to CVS and the Enforcement Committee whether they intend to proceed with the Agreement. Should the Settling States give notice of insufficient Eligible State participation and elect not to proceed, then this Agreement shall have no further effect and all releases, payment obligations, and other commitments or obligations contained herein shall be void.

C. *Condition to Preliminary Agreement—CVS's Determination to Proceed*. If the Settling States elect to proceed, then CVS shall determine whether enough Eligible States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. CVS shall have full, unfettered, and unilateral discretion to abandon the Agreement, without prejudice, should it determine, based on any criteria or factors it deems relevant, that the Eligible State participation level is insufficient. Within seven (7) calendar days after receiving notice of the Settling States' election to proceed pursuant to Section II.B, CVS shall provide notice to the Settling States and the Enforcement Committee whether it intends to proceed with the Agreement. Should CVS give notice of sufficient Eligible State participation and elect to proceed, the date of the notice shall be the Preliminary Agreement Date. Should CVS give notice of insufficient Eligible State participation and elect not to proceed, then this Agreement shall have no further effect and all releases, payment obligations, and other commitments or obligations contained herein shall be void.

D. *Later Joinder by States*. Should the Settling States and CVS elect to proceed with the Agreement, then an Eligible State may become a Settling State after the Preliminary Agreement Date only with the consent of CVS, in its sole discretion. If an Eligible State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before May 31, 2023, then the Subdivisions in that Eligible State that become Participating Subdivisions within ninety (90) calendar days of that Eligible State becoming a Settling State shall be considered Initial Participating Subdivisions. An Eligible State may not become a Settling State after May 31, 2023.

E. *Litigation Activity*. Following the State Participation Date, Eligible States that determine to become Settling States shall make reasonable efforts to cease all litigation activity against the Released Entities, including by jointly seeking stays or severance of Claims against Released Entities, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief*. As part of the Consent Judgments, the Parties agree to the entry of the injunctive relief terms as set forth in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Annual Payments by CVS.*

1. CVS shall make ten (10) Annual Payments, each comprised of base payments and incentive payments as provided in this Section IV and Exhibit M-1; *provided that* the Annual Payment in Payment Year 1 shall consist solely of base payments. As a result, and as set forth in Exhibit M-1, base payments in Payment Years 2 through 10 are less than base payments in Payment Year 1 to ensure they do not exceed thirty-eight percent (38%) of each Settling State's allocable share of the Maximum Remediation Amount.

2. In no instance shall CVS's Annual Payment obligation exceed the Maximum Annual Remediation Payments, reduced for Non-Settling States, except as specified in the definition of "Maximum Annual Remediation Payments" for Payment Years 6-10. In no instance shall the sum of CVS's Annual Payment obligations exceed the Maximum Remediation Payment, reduced for Non-Settling States.

C. *Settlement Fund Payment Process*

1. To determine each Annual Payment for Payment Year 2 forward, the Settlement Fund Administrator shall use the data as of April 30 of the Payment Year for each Annual Payment, unless another provision of the Agreement specifies a different date. Prior to the Effective Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for the Settlement Fund Administrator obtaining relevant data and for distributing funds to Settling States and Participating Subdivisions listed on Exhibit G consistent with the terms of this Agreement as quickly as practical.

2. The Settlement Fund Administrator shall determine the Annual Payment and the Statewide Payment Amount for each Settling State, consistent with the provisions in Exhibit L, by:

a. determining, for each Settling State, the amount of base payments and incentive payments to which the State is entitled by applying the criteria in this Section;

b. applying any reductions or offsets required by Section IV and Section XII; and

c. determining the total amount owed by CVS to all Settling States and Participating Subdivisions listed on Exhibit G.

3. As soon as possible, but no later than forty-five (45) days prior to the Payment Date, the Settlement Fund Administrator shall give notice to CVS, the Settling

States, and the Enforcement Committee of the amount of the Annual Payment, and the Statewide Payment Amount for each Settling State, following the determination described in Section IV.C.2, and the following timeline shall apply:

a. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, CVS, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Annual Payment, or the Statewide Payment Amount for a Settling State. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and CVS identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

b. Within twenty-one (21) days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and CVS identifying the basis for disagreement with the notice of dispute.

c. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and CVS shall pay the adjusted amount as the Annual Payment on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify CVS of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however,* that in no circumstances shall the preliminary amount to be paid be higher than the Maximum Annual Payment. For the avoidance of doubt, a transfer of payments from the Settlement Fund Escrow for other Payment Years does not count toward determining whether the amount to be paid is higher than the Maximum Annual Remediation Payments.

d. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by CVS into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions listed on Exhibit G.

e. At any time before the Payment Date for an Annual Payment, CVS and the Enforcement Committee may agree on the amount of the Annual Payment and the Statewide Payment Amount for each Settling State. If such agreement is reached, CVS and the Enforcement Committee shall inform the Settlement Fund Administrator, and the Settlement Fund Administrator shall treat those amounts as the determination described in Section IV.C.2.

4. If a Settling State informs the Settlement Fund Administrator that it and its Participating Subdivisions listed on Exhibit G have reached consensus on the amount of its Statewide Payment Amount, determined pursuant to Section IV.C.2 or Section IV.C.3, to be distributed to the Settling State, among its separate types of funds (if applicable), and among its Participating Subdivisions listed on Exhibit G, the Settlement Fund

Administrator shall disburse the Statewide Payment Amount pursuant to the consensus distribution amounts provided by the Settling State. For a Settling State that does not so notify the Settlement Fund Administrator, the Settlement Fund Administrator shall allocate the Settling State's Statewide Payment Amount, pursuant to Section V, among the separate types of funds for the Settling State (if applicable), and among its Participating Subdivisions listed on Exhibit G using the following procedures:

a. As soon as possible for each payment and following the determination described in Section IV.C.2 or Section IV.C.3, the Settlement Fund Administrator shall give notice to the relevant Settling States and their Participating Subdivisions listed on Exhibit G of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Participating Subdivision listed on Exhibit G for each Settling State.

b. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any Settling State or Participating Subdivision listed on Exhibit G may dispute, in writing, the calculation of the amount to be received by the relevant Settling State and/or its Participating Subdivision listed on Exhibit G. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, any affected Settling State, and any affected Participating Subdivision identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

c. Within twenty-one (21) days of the sending of a written notice of dispute, any affected Settling State or any affected Participating Subdivision may submit a response, in writing, to the Settlement Fund Administrator, any affected Settling State and any affected Participating Subdivision identifying the basis for disagreement with the notice of dispute.

d. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute.

e. The Settlement Fund Administrator shall place any disputed amount into the Settlement Fund Escrow and shall disburse any undisputed amount to the Settling State and its Participating Subdivisions eligible for payment.

5. Disputes described in this subsection (other than those for which no response is filed under Section IV.C.3.c or Section IV.C.4.d) shall be resolved in accordance with the terms of Section VI.

6. The Settlement Fund Administrator may combine the disbursements of Annual Payments with disbursement of funds under other comparable opioid settlements. In determining when disbursements for each Annual Payment will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements

under other comparable opioid settlements. No such disbursement determinations by the Settlement Fund Administrator shall impact in any respect the amount, composition, or determination of an Annual Payment under this Agreement or CVS's obligations under this Agreement.

7. For the avoidance of doubt, Subdivisions not listed on Exhibit G shall not receive and are not eligible to receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

D. *Payment Date and Procedure for Annual Payment in Payment Year 1*. The procedure described in Section IV.C.2 and Section IV.C.3 for determining the amount of the Annual Payment shall not apply to Payment Year 1. The procedure in lieu of Section IV.C.2 and Section IV.C.3 for determining the amount of the Annual Payment for Payment Year 1 is as set forth here. The Payment Date for Payment Year 1 is June 30, 2023 or the Effective Date, whichever is later. On or before such date, and *provided that* the conditions set forth in Section II.B, Section II.C, Section VIII.B, and Section VIII.C have been satisfied, CVS shall deposit into the Settlement Fund the Maximum Annual Remediation Payment for Payment Year 1 as specified in Exhibit M-1 (which, again, shall consist only of base payments). The excess amount paid in Payment Year 1—including without limitation any amounts allocable to Non-Settling States—shall be deducted from the Annual Payment for Payment Year 2, along with any other deductions or reductions to the Annual Payment for Payment Year 2.

E. *Payment Date for Payment Years 2 through 10.* The Payment Date for Payment Years 2 through 10 is June 30 of each Payment Year or thirty (30) calendar days from when the Settlement Fund Administrator gives notice to CVS of the amount of the Annual Payment for a Payment Year, whichever is later. The Annual Payments for those Payment Years shall be made pursuant to the process set forth in Section IV.C.

F. *Offsets to Annual Payments to the Settlement Fund for Non-Settling States.* An offset equal to the Maximum Remediation Payment of $4,279,160,837 times the Overall Allocation Percentage assigned to each Non-Settling State in Exhibit F-2 shall be deducted from the total amount to be paid by CVS to the Settlement Fund. Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the Maximum Annual Remediation Payments specified in Exhibit M-1 are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F-2.

G. *Base Payments.*

1. CVS shall make base payments into the Settlement Fund in an amount equal to thirty-eight percent (38%) of the Maximum Remediation Payment of $4,279,160,837 minus any offsets for Non-Settling States specified in Section IV.F. The maximum total for base payments is $1,626,081,118. The base payments shall be due in annual installments consistent with Exhibit M-1 over the ten (10) Payment Years, subject to potential offsets for Non-Settling States as provided in Section IV.F.

2. Each Settling State's total base payments for all Payment Years shall not exceed thirty-eight percent (38%) of each Settling State's Overall Allocation Percentage times the Maximum Remediation Payment.

3. The base payment for any Settling State in each Payment Year shall be the base payment for that Payment Year specified in Exhibit M-1 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2.

H. *Incentive Payments.*

1. CVS shall make potential incentive payments into the Settlement Fund, totaling up to a maximum of sixty-two percent (62%) of the Maximum Remediation Payment of $4,279,160,837, minus any offsets for Non-Settling States specified in Section IV.F, with the actual incentive payment amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The potential maximum total for incentive payments is and cannot exceed $2,653,079,719.

2. A Settling State qualifies to receive incentive payments in addition to base payments if it meets the incentive eligibility requirements specified below. The maximum total Incentive Payment for any Settling State shall be no more than the maximum total for incentive payments listed in Section IV.H.1 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2. Incentive payments are state-specific, with the actual amount depending on whether and the extent to which the criteria set forth below are met in such Settling State.

3. The incentive payments shall be available from four (4) categories, referred to as Incentive Payments A, B, C, and D. Incentive Payments A, B, and C will be due in annual installments over the nine (9) Payment Years beginning with Payment Year 2, and Incentive Payment D will be due in installments over five (5) years beginning with Payment Year 6, as shown on Exhibit M-1. The total amount of incentive payments in an Annual Payment shall be the sum of the incentive payments for which individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be determined with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below. For the avoidance of doubt, eligibility for Incentive Payments A, B, C, and D shall be determined on a Settling State-by-Settling State basis and for each Payment Year as set forth below. Except to the limited extent provided below for Incentives A (see Section IV.H.6.c) and D (see Section IV.H.9.j), a Settling State may not earn and shall not be paid in any later Payment Year an annual incentive payment for a prior Payment Year, or any portion thereof, that it failed to qualify for in that prior Payment Year.

4. A Settling State may either qualify for Incentive Payment A, or it can alternatively qualify for Incentive Payments B, C, and/or D. A Settling State will be eligible for its full allocable share of the maximum amount available for incentive payments by either (a) achieving Incentive Payment A within two (2) years of the Effective Date or (b) by fully earning Incentive Payment B in each Payment Year it is available and

earning Incentive Payments C and D in a manner that produces that maximum possible combined amount from those two incentives.

5. The following time periods apply to Incentive Payments B and C:

a. Period 1: Zero to two hundred ten (210) days after the Effective Date.

b. Period 2: Two hundred eleven (211) days to one year after the Effective Date.

c. Period 3: One year and one day after the Effective Date to April 30, 2027.

6. Incentive Payment A.

a. Incentive Payment A is mutually exclusive with Incentive Payments B, C, and D; if a Settling State receives Incentive Payment A in an Annual Payment, such Settling State is not eligible for Incentive Payments B, C, or D in that Annual Payment.

b. Incentive Payment A shall be up to a maximum of sixty-two percent (62%) of the Maximum Remediation Payment of $4,279,160,837, minus any offsets for Non-Settling States specified in Section IV.F, with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The potential maximum total for Incentive Payment A is $2,653,079,719.

c. The Incentive Payment A for any Settling State in each Payment Year shall be the Incentive Payment A for that Payment Year specified in Exhibit M-1 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2, provided such Settling State achieves Incentive Payment A by two (2) years after the Effective Date. If a Settling State achieves Incentive Payment A after April 30, 2024 but before two (2) years after the Effective Date, it shall receive a catch-up payment as part of the next Annual Payment for the difference between what it would have earned had it qualified for Incentive Payment A for Payment Year 2 and what it was actually paid for Payment Year 2. The Settlement Fund Administrator shall decrease the catch-up payments payable pursuant to this Section IV.H.6.c to the extent they cannot be paid without exceeding an applicable payment limit shown in Exhibit M-1 for the next Payment Year.

d. A Settling State is eligible for Incentive Payment A if: (i) there is a Bar in that State in full force and effect; (ii) there is a Settlement Class Resolution in that State in full force and effect; (iii) there is a ruling from the State's highest court barring all Subdivisions from bringing or maintaining Released Claims; (iv) the Released Claims of all of the following entities are released through the execution of Subdivision Participation Agreements: (1) all Litigating Subdivisions,

(2) all Non-Litigating Primary Subdivisions, (3) all non-litigating School Districts with a K-12 student enrollment of at least 25,000 or 0.10% of a State's population, whichever is greater, (4) all non-litigating health districts and hospital districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district, and (5) all Primary Fire Districts; or (v) a combination of the actions in clauses (i)-(iv) has achieved the same level of resolution of Claims by Subdivisions (*e.g.*, a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions.

e. A Settling State that does not achieve Incentive Payment A as of two (2) years after the Effective Date shall not be eligible for, and shall not receive, Incentive Payment A for any Payment Year.

f. CVS shall acknowledge on or before the Initial Subdivision Participation Date the sufficiency of any existing Bars in Settling States, provided that such States shall have provided no less than 30 days' notice to CVS of such Bars. Any other Settling State that believes it qualifies for Incentive Payment A by two (2) years after the Effective Date shall provide prompt notice to CVS, the Enforcement Committee, and the Settlement Fund Administrator, including data sources or other information establishing such Settling State's entitlement to Incentive Payment A. CVS and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

g. If CVS made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently subject to a Revocation Event, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the State requalifies for Incentive Payment A through any method pursuant to Section IV.H.6.d, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by CVS in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by CVS).

7. Incentive Payment B.

a. Incentive Payment B shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment B shall be up to a potential maximum of twenty-eight percent (28%) of the Maximum Remediation Payment of $4,279,160,837 minus any offsets for Non-Settling States specified in Section IV.F, with the actual amount depending on whether and the extent to which the criteria set forth below

are met in each Settling State. The potential maximum total for Incentive Payment B is $1,198,165,035.

c. The potential maximum Incentive Payment B for any Settling State in each Payment Year shall be the Incentive Payment B for that Payment Year specified in Exhibit M-1 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2, provided such Settling State becomes eligible for Incentive Payment B by April 30 of the Payment Year or April 30, 2027, whichever is earlier. The Incentive Payment B for any Settling State that qualifies for Incentive Payment B is subject to reduction in accordance with Section IV.H.7.f, Section IV.H.7.g, and Section IV.H.7.h.

d. For Payment Years 2 through 5, the calculations specified by this Section IV.H.7 shall be based on a Settling State's Participation Percentage of Litigating Subdivision Population[6] as of April 30 of that Payment Year. For Payment Years 6 through 10, the calculations specified by this Section IV.H.7 shall be based on a Settling State's Participation Percentage of Litigating Subdivision Population as of April 30, 2027.

e. A Settling State qualifies for an Incentive Payment B if Litigating Subdivisions collectively representing at least eighty-five percent (85%) of the Settling State's Litigating Subdivision population are either Participating Subdivisions or have their Claims resolved through Case-Specific Resolutions.

f. Within Period 1: If Litigating Subdivisions collectively representing at least eighty-five percent (85%) of a Settling State's Litigating Subdivision population are Participating Subdivisions, or have their Claims resolved through Case-Specific Resolutions, during Period 1, then a sliding scale will determine the share of the Settling State's maximum Incentive Payment B for a Payment Year that it has earned. Under that sliding scale, if Litigating Subdivisions collectively representing eighty-five percent (85%) of a Settling State's Litigating Subdivision population become Participating Subdivisions, or achieve Case-Specific Resolution status, by the end of Period 1, a Settling State will receive twenty percent (20%) of its maximum Incentive Payment B for each Payment Year. If more Litigating

[6] The "Participation Percentage of Litigating Subdivision Population" shall be determined by the aggregate population of a Settling State's Litigating Subdivisions (including without limitation School Districts and Special Districts) that are Participating Subdivisions, or have their Claims resolved through Case-Specific Resolutions, divided by the aggregate population of that Settling State's Litigating Subdivisions (including without limitation School Districts and Special Districts). In calculating the Settling State's population that resides in Litigating Subdivisions, the population of the Settling State's Litigating Subdivisions shall be the sum of the population of all Litigating Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Litigating Subdivision. An individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

Subdivisions become Participating Subdivisions, or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the maximum Incentive Payment B for each Payment Year as shown in the table below.

Participation Percentage of Litigating Subdivision Population	**Incentive Payment B Percentage**
Participation of less than 85%	Payment of 0% of Incentive B
Participation of 85% but less than 86%	Payment of 20% of Incentive B
Participation of 86% but less than 87%	Payment of 30% of Incentive B
Participation of 87% but less than 88%	Payment of 33% of Incentive B
Participation of 88% but less than 89%	Payment of 36% of Incentive B
Participation of 89% but less than 90%	Payment of 40% of Incentive B
Participation of 90% but less than 91%	Payment of 43% of Incentive B
Participation of 91% but less than 92%	Payment of 46% of Incentive B
Participation of 92% but less than 93%	Payment of 50% of Incentive B
Participation of 93% but less than 94%	Payment of 55% of Incentive B
Participation of 94% but less than 95%	Payment of 58% of Incentive B
Participation of 95% but less than 96%	Payment of 60% of Incentive B
Participation of 96% but less than 97%	Payment of 70% of Incentive B
Participation of 97% but less than 98%	Payment of 75% of Incentive B
Participation of 98% but less than 99%	Payment of 85% of Incentive B
Participation of 99% but less than 100%	Payment of 95% of Incentive B
Participation of 100%	Payment of 100% of Incentive B

g. Within Period 2: If a Settling State did not qualify for Incentive Payment B in Period 1, but Litigating Subdivisions collectively representing at least eighty-five percent (85%) of the Settling State's Litigating Subdivision population become Participating Subdivisions, or achieve Case-Specific Resolution status, by the end of Period 2, then the Settling State qualifies in each Payment Year for seventy-five percent (75%) of the Incentive Payment B it would have qualified for in Period 1. If a Settling State qualifies for Incentive Payment B in Period 1 and increases its Participation Percentage of Litigating Subdivision Population in Period 2, the additional Incentive Payment B for each Payment Year shall be eighty-seven and one-half percent (87.5%) of the difference between (i) the Incentive Payment B calculated pursuant to Section IV.H.7.f in Period 2 and (ii) the Incentive Payment B calculated pursuant to Section IV.H.7.f at the end of Period 1.

h. Within Period 3: If a Settling State did not qualify for an Incentive Payment B in Periods 1 or 2, but Litigating Subdivisions collectively representing at least eighty-five percent (85%) of the Settling State's Litigating Subdivision population become Participating Subdivisions, or achieve Case-Specific Resolution status, by the end of Period 3, then the Settling State qualifies for fifty percent (50%) of the Incentive Payment B it would have qualified for in Period 1. If a

Settling State qualifies for Incentive Payment B in Period 2 and increases its Participation Percentage of Litigating Subdivision Population in Period 3, the additional Incentive Payment B in each Payment Year shall be seventy-five percent (75%) of the difference between (i) the Incentive Payment B calculated pursuant to Section IV.H.7.f in Period 3 and (ii) the Incentive Payment B calculated pursuant to Section IV.H.7.f at the end of Period 2.

i. For the avoidance of doubt, an increase in a Settling State's Participation Percentage of Litigating Subdivision Population in Periods 2 and/or 3 from an earlier Period entitles the Settling State to receive the Incentive Payment B Percentage it had earned as of the end of the earlier Period plus the additional Incentive Payment B Percentage specified by the calculations in Section IV.H.7.g and Section IV.H.7.h.

j. If a Settling State has not qualified for Incentive Payment B by April 30, 2027, it shall no longer be eligible to qualify for and shall not receive any Incentive Payment B for any Payment Year.

k. If there are no Litigating Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment B, that Settling State will receive its maximum Incentive Payment B for that Annual Payment provided by Section IV.H.7.c.

8. Incentive Payment C.

a. Incentive Payment C shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment C shall be equal to up to a potential maximum of twenty-eight percent (28%) of the Maximum Remediation Payment of $4,279,160,837 minus any offsets for Non-Settling States specified in Section IV.F, with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The potential maximum total for Incentive Payment C is $1,198,165,035.

c. The potential maximum Incentive Payment C for any Settling State in each Payment Year shall be the Incentive Payment C for that Payment Year specified in Exhibit M-1 times the Settling State's Overall Allocation Percentage specified in Exhibit F-2, provided such Settling State becomes eligible for Incentive Payment B by April 30 of the Payment Year or April 30, 2027, whichever is earlier. The maximum Incentive Payment C for any Settling State that qualifies for Incentive Payment C is subject to reduction in accordance with Section IV.H.8.f, Section IV.H.8.g, and Section IV.H.8.h.

d. For Payment Years 2 through 5, the calculations specified by this Section IV.H.8 shall be based on the participation percentage of a Settling State's Non-Litigating Threshold population and its Litigating Subdivision population

("*Participation Percentage of Incentive C Eligible Subdivision Population*")[7] as of April 30 of that Payment Year. For Payment Years 6 through 10, the calculations specified by this Section IV.H.8 shall be based on a Settling State's Participation Percentage of Incentive C Eligible Subdivision Population as of April 30, 2027.

e. Incentive Payment C shall be available depending on the percentage of the aggregate population of a Settling State's Non-Litigating Threshold Subdivisions and Litigating Subdivisions (including without limitation School Districts and Special Districts) that are Participating Subdivisions or have their Claims resolved through Case-Specific Resolutions (the "*Incentive C Eligible Subdivisions*"). A Settling State qualifies for an Incentive Payment C if Incentive C Eligible Subdivisions collectively representing at least eighty-five percent (85%) of the Settling State's Incentive C Eligible Subdivision population are either Participating Subdivisions or have their Claims resolved through Case-Specific Resolutions.

f. Within Period 1: If Incentive C Eligible Subdivisions collectively representing at least eighty-five percent (85%) of a Settling State's Incentive C Eligible Subdivision population are Participating Subdivisions, or have their Claims resolved through Case-Specific Resolutions, during Period 1, then a sliding scale will determine the share of the Settling State's maximum Incentive Payment C for a Payment Year that it has earned. Under that sliding scale, if Incentive C Eligible Subdivisions collectively representing eighty-five percent (85%) of a Settling State's Incentive C Eligible population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 1, a Settling State will receive twenty percent (20%) of its maximum Incentive Payment C for each Payment Year. If more Incentive C Eligible Subdivisions become Participating Subdivisions, or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the maximum Incentive Payment C for each Payment Year as shown in the table below.

[7] The "Participation Percentage of Incentive C Eligible Subdivision Population" shall be determined by the aggregate population of a Settling State's Non-Litigating Threshold Subdivisions and Litigating Subdivisions (including without limitation School Districts and Special Districts) that are Participating Subdivisions, or have their Claims resolved through Case-Specific Resolutions, divided by the aggregate population of that Settling State's Non-Litigating Threshold Subdivisions and Litigating Subdivisions (including without limitation School Districts and Special Districts). In calculating the Settling State's population that resides in Non-Litigating Threshold Subdivisions and Litigating Subdivisions, the population of the Settling State's Non-Litigating Threshold Subdivisions and Litigating Subdivisions shall be the sum of the population of all Non-Litigating Threshold Subdivisions and Litigating Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Non-Litigating Threshold Subdivisions and Litigating Subdivision. An individual Non-Litigating Threshold Subdivisions or Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Non-Litigating Threshold Subdivision or Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Non-Litigating Threshold Subdivision or Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Non-Litigating Threshold Subdivision or Litigating Subdivision to be excluded.

Participation Percentage of Incentive C Eligible Subdivision Population	**Incentive Payment C Percentage**
Participation of less than 85%	Payment of 0% of Incentive C
Participation of 85% but less than 86%	Payment of 20% of Incentive C
Participation of 86% but less than 87%	Payment of 30% of Incentive C
Participation of 87% but less than 88%	Payment of 33% of Incentive C
Participation of 88% but less than 89%	Payment of 36% of Incentive C
Participation of 89% but less than 90%	Payment of 40% of Incentive C
Participation of 90% but less than 91%	Payment of 43% of Incentive C
Participation of 91% but less than 92%	Payment of 46% of Incentive C
Participation of 92% but less than 93%	Payment of 50% of Incentive C
Participation of 93% but less than 94%	Payment of 55% of Incentive C
Participation of 94% but less than 95%	Payment of 58% of Incentive C
Participation of 95% but less than 96%	Payment of 60% of Incentive C
Participation of 96% but less than 97%	Payment of 70% of Incentive C
Participation of 97% but less than 98%	Payment of 75% of Incentive C
Participation of 98% but less than 99%	Payment of 85% of Incentive C
Participation of 99% but less than 100%	Payment of 95% of Incentive C
Participation of 100%	Payment of 100% of Incentive C

g. Within Period 2: If a Settling State did not qualify for Incentive Payment C in Period 1, but Incentive C Eligible Subdivisions collectively representing at least eighty-five percent (85%) of the Settling State's Incentive C Eligible Subdivision population become Participating Subdivisions, or achieve Case-Specific Resolution status, by the end of Period 2, then the Settling State qualifies in each Payment Year for seventy-five percent (75%) of the Incentive Payment C it would have qualified for in Period 1. If a Settling State qualifies for Incentive Payment C in Period 1 and increases its Participation Percentage of Incentive C Eligible Subdivision Population in Period 2, the additional Incentive Payment C for each Payment Year shall be eighty-seven and one-half percent (87.5%) of the difference between (i) the Incentive Payment C calculated pursuant to Section IV.H.8.f in Period 2 and (ii) the Incentive Payment C calculated pursuant to Section IV.H.8.f at the end of Period 1.

h. Within Period 3: If a Settling State did not qualify for an Incentive Payment C in Periods 1 or 2, but Incentive C Eligible Subdivisions collectively representing at least eighty-five percent (85%) of the Settling State's Incentive C Eligible Subdivision population become Participating Subdivisions, or achieve Case-Specific Resolution status, by the end of Period 3, then the Settling State qualifies for fifty percent (50%) of the Incentive Payment C it would have qualified for in Period 1. If a Settling State qualifies for Incentive Payment C in Period 2 and increases its Participation Percentage of Incentive C Eligible Subdivision Population in Period 3, the additional Incentive Payment B in each Payment Year shall be seventy-five percent (75%) of the difference between (i) the Incentive

Payment B calculated pursuant to Section IV.H.8.f in Period 3 and (ii) the Incentive Payment B calculated pursuant to Section IV.H.8.f at the end of Period 2.

i. For the avoidance of doubt, an increase in a Settling State's Participation Percentage of Incentive C Eligible Subdivision Population in Periods 2 and/or 3 from an earlier Period entitles the Settling State to receive the Incentive Payment C Percentage it had earned as of the end of the earlier Period plus the additional Incentive Payment C Percentage specified by the calculations in Section IV.H.8.g and Section IV.H.8.h.

j. If a Settling State has not qualified for Incentive Payment C by April 30, 2027, it shall no longer be eligible to qualify for and shall not receive any Incentive Payment C for any Payment Year.

k. If there are no Incentive C Eligible Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment C, that Settling State will receive its maximum Incentive Payment C for that Annual Payment provided by Section IV.H.8.c.

9. Incentive Payment D.

a. Incentive Payment D shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment D shall be equal to up to a potential maximum of fifteen percent (15%) of the Maximum Remediation Payment of $4,279,160,837 minus any offsets for Non-Settling States specified in Section IV.F, with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The potential maximum total for Incentive Payment D is $641,874,126.[8]

c. Incentive Payment D shall be available to be earned starting at Payment Year 6 and the amount of Incentive Payment D in Payment Years 6-10 will depend on (i) the Settling State's eligibility as set out in Section IV.H.9.d and (ii) the Participation Percentage of the Incentive C Eligible Subdivision Population achieved by the Settling State as of April 30, 2027.

d. A Settling State is eligible for Incentive Payment D if no Later Litigating Subdivision (for purposes of Incentive Payment D, Later Litigating Subdivisions are limited to (i) a Primary Subdivision; (ii) a school district with a K-12 student enrollment of at least 25,000 or 0.10% of the State's population, whichever is greater; (iii) a health district or hospital district that has at least one

[8] The Incentive Payment C table specified in Section IV.H.8.f and Incentive Payment D table specified in Section IV.H.9.e operate so that the combined amount of Incentive Payment C and Incentive Payment D cannot exceed thirty-four percent (34%) of the Maximum Remediation Payment over the term of the Agreement. CVS will have no obligation to pay more than $1,454,914,684 for the combined amounts of Incentive Payment C and Incentive Payment D minus any offsets for Non-Settling States specified in Section IV.F and reductions for unachieved incentives.

hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and (iv) Primary Fire Districts) in that State has a lawsuit against a Released Entity that survived in whole or in part a Threshold Motion and is pending as of April 30 in Payment Years 6 to 10 ("*Incentive Payment D Look-Back Dates*").

e. The Incentive Payment D for any Settling State in Payment Years 6-10 shall be between six percent (6%) and fifteen percent (15%) of the Maximum Remediation Payment times the Settling State's Overall Allocation Percentage specified in Exhibit F-2. The applicable percentage shall be determined based on the Participation Percentage of the Incentive C Eligible Subdivision Population achieved by the Settling State as of April 30, 2027 as shown in the table below:

Participation Percentage of Incentive C Eligible Subdivision Population as of April 30, 2027	**Settling State's Applicable Incentive Payment D Percentage**
Participation of less than 96%	15% of Maximum Remediation Payment
Participation of 96% but less than 97%	14.4% of Maximum Remediation Payment
Participation of 97% but less than 98%	13% of Maximum Remediation Payment
Participation of 98% but less than 99%	10.2% of Maximum Remediation Payment
Participation of 99% but less than 100%	7.4% of Maximum Remediation Payment
Participation of 100%	6% of Maximum Remediation Payment

f. Incentive Payment D shall be available in equal installments in Payment Years 6-10, unless an adjustment to payment is required by Section IV.H.9.i or Section IV.H.9.j after the Annual Payment is made for Payment Year 6, in which case the adjustment shall be made in a way that equalizes, to the extent possible, its effect over the remaining Payment Years.[9]

g. Prior to determining the Annual Payment for each of Payment Years 6 through 10, the Settlement Fund Administrator shall determine a Settling State's eligibility for Incentive Payment D as of the Incentive Payment D Look-Back Date

[9] The top of the range for Incentive Payment D specified in Exhibit M-2 for Payment Years 6-10 represents five years of equal payments of Incentive Payment D at fifteen percent (15%) of the Maximum Remediation Payment for all Eligible States. The bottom of the range for Incentive Payment D specified in Exhibit M-2 for Payment Years 6-10 represents five years of equal payments of Incentive Payment D at six percent (6%) of the Maximum Remediation Payment for all Eligible States. Incentive Payment D cannot exceed the top of the range for Incentive Payment D specified in Exhibit M-2 for each of Payment Years 6-10. Any Incentive Payment D in excess of the bottom of the range for Incentive Payment D must correspond to reductions to Incentive Payment C in a prior or the same Payment Year, as provided by the Incentive Payment C table specified in Section IV.H.8.f.

in each such Payment Year. Prior to each Incentive Payment D Look-Back Date, CVS may provide the Settlement Fund Administrator and the Enforcement Committee with notice identifying any Settling State(s) it believes do not qualify for Incentive Payment D and information supporting its belief.

h. If, at any time during the term of this Agreement any Subdivision becomes a Later Litigating Subdivision (as that term is limited by Section IV.H.9.c), then CVS shall, within thirty (30) calendar days of CVS or any Released Entity being served, provide notice to the Settling State in which such Released Claims are being pursued and shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by CVS under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and CVS shall confer and use reasonable efforts to promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

i. If a Later Litigation Subdivision's lawsuit results in a money judgment being entered against a Released Entity or reasonable settlement being reached with a Released Entity, the amount is to be set off from the total Incentive Payment D for which the Settling State may become eligible. The total Incentive Payment D for which the Settling State may become eligible shall be reduced by the amount of the judgment or settlement.

j. Notwithstanding Section IV.H.9.d, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for any missed payments of Incentive Payment D in the following Payment Year, less any litigation fees and costs incurred by CVS in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D. The Settlement Fund Administrator shall decrease the missed payments payable pursuant to this Section IV.H.9.j to the extent it cannot be paid without exceeding the top end of an applicable payment range shown in Exhibit M-2 for the remaining Payment Years.

I. In no event shall any Settling State receive base payments and incentive payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F-2 times the Maximum Remediation Payment.

J. *Credit for Dispensing Services.* CVS and a Settling State may enter into an agreement for CVS to earn credits against Annual Payments for dispensing free-of-charge opioid alternatives, for free-of-charge product provided in connection with other opioid-related resolutions, and/or for other initiatives and services.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund*. The Settlement Fund shall be comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payment made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds).

B. *Use of Settlement Payments*.

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation to address Alleged Harms, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than 95.5% of CVS's maximum payment amounts pursuant to Section IV as set forth on Exhibit M-1 over the entirety of all Payment Years (but not in any single Payment Year) be spent on Opioid Remediation; *provided, however*, that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy: (a) back-stop attorney fee agreements entered into by Settling States with respect to at least one opioid settlement on or before November 30, 2022, even if such an agreement did not as of that date apply to CVS's Annual Payments; or (b) contingency fee agreements entered into by Settling States covering CVS's Annual Payments. Any amounts not spent to satisfy such agreements must be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision may, subject to the limitation in the second sentence of Section V.B.1, use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation, provided that if, at any time, a Settling State or a Participating Subdivision listed on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision listed on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and CVS how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. Such expenditures shall be reported to the Settlement Fund Administrator and CVS by January 31 of the year following the calendar year in which they are made. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Total Remediation Amount for purposes of Section V.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund*. The allocation of the Settlement Fund allows for different approaches to be taken in different Settling States, such as through a State-Subdivision Agreement. Given the uniqueness of Settling States and their Participating Subdivisions, Settling States and their Participating Subdivisions are encouraged to enter into State-Subdivision

Agreements in order to direct the allocation of their portion of the Settlement Fund. This Agreement has no effect on the ability of Settling States and their Participating Subdivisions to internally agree on the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate base payments under Section IV.G among the Settling States pursuant to Section VI.G. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under Section IV.H on a Settling State-specific basis in proportion to each Settling State's respective Overall Allocation Percentage. Incentive payments for which a Settling State is eligible under Section IV.H will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Settlement Fund Administrator. Prior to the Initial Subdivision Participation Date, CVS and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

4. Settlement Fund Administrator Costs. Any reasonable costs and fees of the Settlement Fund Administrator accruing under this Agreement as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund; *provided, however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, CVS shall pay fifty percent (50%) of the additional amount directly to the Settlement Fund Administrator and fifty percent (50%) shall be paid out of the Settlement Fund.

D. *Settlement Fund Reallocation and Distribution.*

As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into or amended after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.[10] For a State-Subdivision Agreement to be applied to the relevant portion of the Annual Payment, notice must be provided to CVS and the Settlement Fund Administrator at least ten (10) business days prior to the Settlement Fund Administrator's disbursements of such portion to a Settlement State and its Participating Subdivisions.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such Settling State's State Fund, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation,[11] then, to the extent allocation or distribution is addressed, the amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to remediation and abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that Settling State would still apply, while the distribution of the applicable Settling State's Remediation Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Fund Administrator is not required to honor a voluntary

[10] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

[11] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

redistribution for which notice is provided to it less than sixty (60) calendar days prior to the applicable Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that Settling State's State Fund shall be distributed to that State.

b. Amounts apportioned to that Settling State's Remediation Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Remediation Accounts Fund. If a Settling State has established a Statutory Trust, then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Remediation Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that Settling State's Subdivision Fund shall be distributed to Participating Subdivisions in that State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section V.F shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3 to Special Districts that are Participating Subdivisions. A Settling State may allocate funds from its State Fund or Remediation Accounts Fund for Special Districts that are Participating Subdivisions.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions to the extent such a distribution would violate Section VII.G or Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Non-Participating

Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Remediation Accounts Fund*.

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust in a Settling State may govern the operation and use of amounts in that State's Remediation Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Participating Subdivisions in that State comply with Section VII.G through Section VII.I.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Remediation Accounts Fund will be used by a Settling State solely for future Opioid Remediation[12] and the following shall apply with respect to a Settling State:

a. *Regional Remediation*.

(i) At least fifty percent (50%) of distributions for remediation from a Settling State's Remediation Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (A) define its initial regions, which shall consist of one (1) or more General-Purpose Subdivision(s) and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated using the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation Accounts Fund

[12] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) A Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages allocated to each region to reflect the number of General-Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants*. Certain Participating Subdivisions shall be eligible to receive regional allocation funds in the form of block grants for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of Settling States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more, and (3) has funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency). Each Participating Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Participating Subdivisions eligible for block grants under Section V.E.2.c shall be divided regionally so that each block-grant eligible Participating Subdivision is a region and the remainder of the Settling State is a region.

d. *Advisory Committee.* A Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "*Advisory Committee*") to provide input and recommendations regarding remediation spending from that Settling State's Remediation Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided*, *however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Participating Subdivisions and other communities regarding how the opioid crisis is

affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Remediation Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to between CVS and the Enforcement Committee.

F. *Nature of Payment*. CVS, the Settling States, and the Participating Subdivisions each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Total Remediation Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Total Remediation Amount received by each Settling State or Participating Subdivision is less than or equal to the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Total Remediation Amount by CVS constitutes, and is paid for, compensatory restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by CVS in order to restore, in whole or in part, the Settling States, Participating Subdivisions, and persons to the same position or condition that they would be in had the Settling States, Participating Subdivisions, and persons not suffered the Alleged Harms, and constitutes compensatory restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law; and

4. For the avoidance of doubt: (a) the entire Total Remediation Amount is properly characterized as described in Section V.F, (b) no portion of the Total Remediation Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (c) no portion of the Global Settlement Amount constitutes the disgorgement of any allegedly ill-gotten gains, and (d) no portion of the Global Settlement Amount is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and CVS; *provided, however,* that Released Entities may enforce Section XI and Participating Subdivisions listed on Exhibit G have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against CVS with respect to this Agreement or any Consent Judgment except that Participating Subdivisions shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Remediation Accounts Fund pursuant to Section V; *provided, however,* that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* CVS consents to the jurisdiction of the court in each Settling State in which the Consent Judgment is filed, limited to and for the sole and exclusive purpose of resolution of disputes identified in Section VI.F.2 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that CVS believes that the requirements established in Section V.B.1 are not being satisfied, CVS may request that CVS and the Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to CVS obtaining a reduction of its Annual Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the 95.5% of CVS's maximum payment amounts pursuant to Section IV as set forth on Exhibit M-1 over the entirety of all Payment Years (but not in any single Payment Year); (ii) only reduce Annual Payments to those Settling States and their Participating Subdivisions that are out of compliance with the requirements established in Section V.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to address allegations that (i) the Settling State's use of Remediation Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E, or (ii) a Settling State failed to pay funds directly from

the Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to address allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.3.a(iv) to seek resolution regarding the failure by CVS to make its allocable share of an Annual Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except as provided by Section VI.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this Section VI.F to resolve the dispute.

2. Except to the extent provided by Section VI.C or Section VI.F.3, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion has been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.3.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the Agreement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

3. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or CVS (together, "*Participating Parties*") shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.2's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) The amount of withholding attributable to Non-Settling States;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Alleged Harms," "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the failure by CVS to pay the Annual Payment, the Additional Remediation Amount in a Payment Year, or the amounts due pursuant to Exhibit S and Exhibit T, but for the avoidance of doubt, disputes between CVS and a Settling State over the amounts owed only to that

Settling State that do not affect any other Settling State shall not be considered National Disputes;

(v) the interpretation and application of any most-favored-nation provision in Section XIII.E;

(vi) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(vii) disputes involving liability of successor entities;

(viii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, B, C or D;

(ix) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(x) any dispute subject to resolution under Section VI.F.2 but for which all Participating Parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this SectionVI.F.3.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by CVS, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the Participating Parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the Participating Parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any Participating Party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel

shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or CVS on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, CVS, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and CVS whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a Settling State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each Participating Party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between CVS and Settling States/Participating Subdivisions shall be split fifty percent (50%) by CVS and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

4. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining Participating Party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the Participating Parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the Participating Parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the Participating Parties.

5. If the Participating Parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.2 or SectionVI.F.3, a committee comprising the Enforcement Committee and sufficient representatives of CVS, such that the members of the Enforcement Committee have a majority of one (1) member, will determine, within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum, the forum where the dispute will be initiated. The forum identified by such committee shall be the sole forum for resolving the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling States' Civil Investigative Demand ("*CID*") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and CVS reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice*. Prior to the State Participation Date, the Parties shall agree on a vendor to serve as the Implementation Administrator and provide notice pursuant to this Section VII.A. No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Implementation Administrator shall send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the State Participation Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions and Special Districts listed on Exhibit G. The Settling States also may provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such Notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. All notice provided under this subsection will include that the deadline for becoming a Participating Subdivision is the Initial Subdivision Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions*. A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Participation Agreement to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Participation Agreement is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions*. A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Participation Agreement to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) and upon prompt dismissal with prejudice of its lawsuit following the Reference Date or the date on which the conditions for effectiveness in Section VIII.C have been met, whichever is later. Following its execution of a Subdivision Participation Agreement, a Litigating Subdivision shall take reasonable steps to immediately cease all litigation activity against the Released Entities, where feasible, or to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice, unless the Litigating Subdivision reasonably concludes that it would be prejudiced by doing so. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Participation Agreement whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity. For avoidance of doubt, where a subdivision official other than a General-Purpose Government has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity, that Subdivision may become a Participating Subdivision only if, in addition to the other requirements of this Section VII.C, the lawsuit filed by the subdivision official has also been dismissed with prejudice.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Subdivision Participation Date. All Subdivision Participation Agreements returned to the Implementation Administrator shall be held in escrow by the Implementation Administrator until the Reference Date. Subdivision Participation Agreements returned to the Implementation Administrator shall not be withdrawn

unless notice of the withdrawal is provided to the Implementation Administrator within eighteen (18) days after the Initial Subdivision Participation Date. If, for any reason, the Agreement does not become effective, all obligations created by such forms and releases in them shall be void *ab initio* and all Subdivision Participation Agreements shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligations.

E. *Later Participating Subdivisions.* A Subdivision in a Settling State that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Subdivision Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. A Later Participating Subdivision shall not receive any share of any Annual Payment due before it became a Participating Subdivision.

2. A Subdivision that becomes a Later Participating Subdivision after November 30, 2023 shall receive seventy-five percent (75%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Subdivision Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) is not eligible to become a Participation Subdivision.

4. A Subdivision that becomes a Later Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive twenty-five percent (25%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments*. Amounts to be received by Later Participating Subdivisions shall not increase the payments due from CVS.

G. *Ineligible Subdivisions*. Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.

H. *Non-Participating Subdivisions*. Non-Participating Subdivisions shall not directly receive any portion of any Annual Payment, including from the State Fund and direct distributions from the Remediation Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions*. Any base payments and incentive payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Remediation Accounts Fund for the Settling State in which the Non-Participating Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Distribution of Subdivision Participation Agreements.* No later than three (3) calendar days after the Initial Subdivision Participation Date, the Implementation Administrator shall report to the Settling States and CVS on which Subdivisions in the Settling States have and have not executed Subdivision Participation Agreements and shall provide notice under Section XIII.Q of any withdrawals of Subdivision Participation Agreements within one (1) business day of the withdrawal. The Settling States and CVS each shall have online access to the Subdivision Participation Agreements for the purpose of auditing the Implementation Administrator's reports but may not maintain copies. CVS shall pay up to and no more than $1.5 million of the Implementation Administrator's fees and costs, including advancing such fees and costs prior to the Effective Date. If this Agreement becomes effective, then CVS may deduct from its Annual Payment for Payment Year 2 any amount in excess of $1.5 million it paid for the Implementation Administrator's fees and costs.

B. *Determination to Proceed with Settlement—Settling States.* Following the Initial Subdivision Participation Date, the Settling States on the Enforcement Committee shall determine whether to proceed with the Agreement. No later than fifteen (15) calendar days prior to the Reference Date, the Settling States shall provide notice to CVS and the Enforcement Committee of their decision. If the Settling States elect not to proceed, this Agreement will have no further effect, and all releases (including those contained in Subdivision Participation Agreements) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

C. *Determination to Proceed with Settlement—CVS.* If the Settling States elect to proceed, CVS shall then determine whether to proceed with the Agreement. This determination shall be in CVS's sole discretion and may be based on any criteria or factors it deems relevant. CVS shall provide notice to the Settling States and the Enforcement Committee of its decision no later than the Reference Date. If CVS elects to proceed with the Agreement, the Parties will proceed to file the Consent Judgments, and the obligations in the State Participation Forms and the Subdivision Participation Agreements will become effective as of the Reference Date. If CVS elects not to proceed, this Agreement will have no further effect, and all releases (including those contained in Subdivision Participation Agreements) and other commitments or obligations contained herein or in Subdivision Participation Agreements will be void.

IX. Additional Remediation

A. *Additional Remediation Amount.* Subject to and without exceeding the maximum payment amounts set forth in the "Additional Remediation Amount" column of Exhibit M-3 and

subject to the reduction specified in Section IX.B, CVS shall pay an Additional Remediation Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth in Exhibit M-3, on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

B. *Reduction of Additional Remediation Amount.* The amounts owed by CVS pursuant to this Section IX shall be reduced by the allocations set forth on Exhibit N for Non-Settling States.

C. For the avoidance of doubt, (1) a Settling State that retained outside counsel in connection with opioid investigations that receives an Additional Remediation Amount because the Settling State was not otherwise eligible to receive funds from the State Outside Counsel Fee Fund may choose to have the Additional Remediation Amount designated to pay the Settling State's outside counsel, and may instruct the Settlement Fund Administrator to pay those funds directly to the Settling State's outside counsel, and (2) Additional Remediation Amount funds, including funds designated by a Settling State to pay its outside counsel under this paragraph, shall not be subject to allocation as provided in Section V.C through Section V.E.

X. Plaintiffs' Attorneys' Fees and Costs

The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. CVS shall pay subdivision attorneys' fees and costs into the Subdivision Attorney's Fee and Subdivision Cost and Expense Fund as set forth in Exhibit R and Exhibit M-3. The Agreement on the State Outside Counsel Fee Fund and Agreement on the Joint State Cost Fund are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference. Attorneys' fees, expenses and costs shall not exceed the maximum annual and total amounts set forth in the relevant columns of Exhibits M-1 and M-3 and shall be subject to reduction as set forth in Exhibit R, Exhibit S, and Exhibit T.

XI. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim, and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*.

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section XI.B are to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. If any Releasor enters into a Non-Party Settlement on or after the Effective Date, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from CVS in Section XI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. If any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain the prohibition described in Section XI.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section XI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section XI.B.2 with respect to that Non-Released Entity and that Releasor and CVS shall take the following actions to ensure that

the Released Entities do not pay more with respect to Alleged Harms and/or Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by CVS:

a. CVS shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Agreement, whichever is later;

b. CVS and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Alleged Harms and/or Covered Conduct than the amounts owed by CVS under this Agreement;

c. That Releasor and CVS shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Alleged Harms and/or Covered Conduct than the amounts owed by CVS under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by CVS or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by CVS to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to CVS by that Releasor to ensure CVS is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to CVS under this Agreement to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and CVS may devise to hold CVS harmless from the Claim-Over.

d. The actions of that Releasor and CVS taken pursuant to clause (c) above must, in combination, ensure CVS is not required to pay more with respect to Alleged Harms and/or Covered Conduct than the amounts owed by CVS under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to clause (c) above, Releasor and CVS may seek review by the National Arbitration Panel, or, upon consent of the parties to the dispute, by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to order a remedy, including one or more of the actions specified in clause (c), sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, CVS shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold CVS harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that CVS may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section XI.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. CVS shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. *General Release*. In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent**. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and

> that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

E. *Assigned Interest Waiver*. To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct or Alleged Harms by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against CVS (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to CVS.

F. *Res Judicata*. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

G. *Representation and Warranty*. The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or will obtain no later than the Initial Subdivision Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Alleged Harms and/or Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from a State's Governor, to be materially similar to that in Exhibit X, is sufficient to demonstrate that the appropriate releases have been obtained.

H. *Effectiveness*. The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement

Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

I. *Cooperation*. Settling States will meet and confer with CVS and simultaneously make reasonable efforts to resolve any action filed by a Subdivision involving any Covered Conduct, Alleged Harms, or a Product that remains pending against CVS after the Initial Subdivision Participation Date. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

J. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, Claims for liability under tax law, Claims under securities law by a State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement. Nothing in this Agreement precludes the Released Entities from asserting, in an action arising from or relating to Claims by private individuals, any defense or argument based on this Agreement that is available under applicable law.

XII. Later Litigating Subdivisions; Non-Settling States

A. *Released Claims against Released Entities.* If a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Initial Subdivision Participation Date, the Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim and shall not oppose a Settling State's submission in support of the Threshold Motion. CVS shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by CVS under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and CVS shall confer and use reasonable efforts to promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

B. *Non-Settling States.* Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement.

C. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Settling State shall seek to obtain either dismissal of the lawsuit in cooperation with CVS, or a release of the Primary Subdivision's claims. If the lawsuit asserting a Released Claim

either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, CVS shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that Settling State and to its Subdivisions.

D. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If CVS made any Annual Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Payment, that Settling State shall seek to obtain a release of the claims impacted by the Revocation Event, including but not limited to defending the legality of the Bar, obtaining a dismissal of the claims made against the Released Entity, and obtaining releases from impacted Subdivisions. If the Settling State is unable to defend the legality of the bar and/or obtain releases form all impacted Subdivisions, then CVS shall receive a dollar-for-dollar offset against the portion of remaining Annual Payments that would be allocated to that Settling State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by CVS by virtue of the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from CVS during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

E. *Certain Taxes.* Amounts paid by CVS under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against CVS's obligation to pay its share of the Annual Payment in that Payment Year that would be allocated to the taxing Settling State or its Participating Subdivisions. If such amounts paid exceed CVS's allocable share of the Annual Payment allocable to the taxing Settling State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its allocable share of remaining Annual Payments that would be allocated to the taxing Settling State or its Participating Subdivisions. CVS represents that as of December 2, 2022, there is no Opioid Tax currently in effect in any Eligible State that would give rise to this offset provision.

XIII. Miscellaneous

A. *Population of General-Purpose Governments.* The population figures for General-Purpose Governments shall be the published U.S. Census Bureau's population estimates for July

1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.[13]

B. *Population of Special Districts*. For any purpose in this Agreement in which the population of a Special District is used other than Section IV.H.6.d and Section IV.H.9.d: (a) School Districts' populations will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' populations will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including fire districts' and library districts') populations will be measured at ten percent (10%) of the population served. For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. CVS and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section XIII.B prior to the Preliminary Agreement Date.

C. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *No Admission.* The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between CVS and all Releasors. CVS is entering into this Agreement solely for the purposes of settlement, to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. CVS denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by CVS of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with the Injunctive Relief Terms and applicable laws and regulations.

E. *Most-Favored-Nation Provision.*

1. If, after the Effective Date, CVS enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States may elect to seek review, pursuant to Section XIII.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such

[13] The estimates for counties and parishes were accessed at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-countiestotal.html. The estimates for cities and towns can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html.

Settling State(s) may obtain, with respect to CVS, overall payment terms at least as favorable as those obtained by such Non-Settling State. "*Overall payment terms*" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amounts of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Effective Date, CVS shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by CVS with a Non-Settling State are more favorable to the Non-Settling State, based on the totality of the considerations set forth in Section XIII.E.1, the Settling State(s) and CVS shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or consent judgment is provided to the Enforcement Committee, to CVS of its (their) intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the Settling State's (Settling States') belief that it (they) is (are) entitled to a revision of the Agreement.

b. CVS shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is (are) entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and CVS do not reach agreement as to the application of Section XIII.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIII.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.3.

d. The Settling State(s) and CVS shall be bound by the determination of the National Arbitration Panel.

4. This Section XIII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with CVS that is entered into with: (a) a Non-Settling State after a date ninety (90) calendar days prior to the scheduled start date of a trial between CVS and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order

to complete a settlement, a Non-Settling State and CVS jointly request an adjournment of the scheduled start date of a trial within ninety (90) calendar days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against CVS. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This Section XIII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, (a) any agreement between CVS and Non-Participating Subdivisions, and (b) any global tribal settlement or any agreement between CVS and any federally-recognized tribe.

6. This Section XIII.E will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

F. *Tax Cooperation and Reporting.*

1. Upon request by CVS, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for CVS to establish the statements set forth in Section V.F to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIII.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with CVS with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to CVS and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by CVS, and (b) provides to CVS a copy of (i) the IRS Form 1098-F filed with respect to CVS and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.F.

4. Any return, amended return, or written statement filed or provided pursuant to Section XIII.F.3, and any similar document, shall be prepared and filed in a manner

consistent with reporting the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and the Total Remediation Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in the attached Exhibit U. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XIII.F other than an IRS Form 1098-F in the form attached as Exhibit U, the Designated State shall direct and ensure that the Appropriate Official provides to CVS a draft of such return, amended return, or written statement no later than sixty (60) calendar days prior to the due date thereof, and shall accept any reasonable revisions from CVS on the return, amended return, or written statement.

5. For the avoidance of doubt, neither CVS nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Total Remediation Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation*. Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use reasonable efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement*. This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution*. This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry*. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *Legal Obligations.* Nothing in this Agreement shall relieve CVS of the obligation to comply with all state and federal laws, regulations or rules, nor does any provision herein permit any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that CVS cannot comply with this Agreement without violating such a requirement or requirements, CVS shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIII.N.

P. *Non-Admissibility*. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim

based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entities that the Remediation Payment provides a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

Q. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller, Deputy General Counsel
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

Dave Yost, Attorney General
Ohio Attorney's General Office
Attn: Jonathan Blanton, First Assistant Attorney General
30 East Broad Street
Columbus, OH 43215
Jonathan.Blanton@OhioAGO.gov

Letitia James, Attorney General
New York State Office of the Attorney General
Attn: Jennifer Levy, First Deputy Attorney General
28 Liberty Street
New York, NY 10005
Jennifer.Levy@ag.ny.gov

For the Plaintiffs' Executive Committee:

Paul T. Farrell, Jr.
Farrell & Fuller, LLP
270 Munoz Rivera Ave., Suite 201
San Juan, Puerto Rico 00918
paul@farrellfuller.com

Jayne Conroy
Simmons Hanly Conroy LLC
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New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

For CVS:

Elizabeth Ferguson
Senior Vice President and Deputy General Counsel
CVS Health Corporation
One CVS Drive
Woonsocket, RI 02895
betsy.ferguson@cvshealth.com

Notices to CVS's attorneys shall be delivered to:

Eric Delinsky
Zuckerman Spaeder LLP
1800 M Street, NW, Suite 1000
Washington, DC 20036-5807
edelinsky@zuckerman.com

Perry Rowthorn
Jepsen Rowthorn LLP
PO Box 370496
West Hartford, CT 06137
perry@jeprow.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIII.Q.

R. *No Waiver*. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

S. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

T. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent

Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. *Successors*.

1. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

2. CVS shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to CVS's obligations under this Agreement.

3. CVS shall not in one (1) transaction, or a series of related transactions, sell, or transfer assets (other than sales or transfers of inventories, or sales or transfers to an entity owed directly or indirectly by CVS) having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of CVS where the sale or transfer transaction is announced after the Effective Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize CVS's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction. The above restriction shall not apply if CVS obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of CVS's remaining payment obligations under this Agreement equal to the percentage of CVS's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with the United States generally accepted accounting principles and as of the date of CVS's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIII.U.3 shall be enforceable solely by the Enforcement Committee, and any objection under this Section XIII.U.3 not raised within twenty (20) calendar days from the date that CVS transmits notice of the transaction to the Enforcement Committee is waived. Any dispute under this Section XIII.U.3 shall be a National Dispute as described in Section VI.F.3 and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

V. *Waiver*. CVS, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "*Texas*

Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until such time as all of CVS's payment obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of CVS's payment obligations incurred hereunder are satisfied in full, CVS's rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

W. *Modification, Amendment, Alteration.* In the event the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, or CVS concludes prior to January 18, 2023 that technical corrections are required to this Agreement, the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, and CVS shall meet and confer and make such amendments as they agree are appropriate. Except as otherwise provided in this Agreement, after the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by CVS, along with the signatures of at least two-thirds of the Settling States along with a representation from each such Settling State that either: (1) the Advisory Committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in States without any Advisory Committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

X. *Termination.*

1. Unless otherwise agreed to by CVS and the Settling State in question, this Agreement or the Consent Judgment as to that Settling State and all of its terms (except Section XIII.P and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect, only if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or

b. this Agreement has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIII.X.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that CVS and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. CVS and the Settling State in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that CVS and the Settling State in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless CVS and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties after the Payment Date for Payment Year 10, *provided* that CVS has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section XIII.X.3 or in this Agreement, all releases under this Agreement will remain effective in perpetuity.

Y. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of each Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against CVS or against which CVS is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

AGENDA: 03/21/2023
ITEM: 11

RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA
RESOLUTION # 1669
March __, 2023

A RESOLUTION TO APPROVE PARTICIPATION IN ALLERGAN SETTLEMENT AGREEMENT

WHEREAS, pharmaceutical opioids have harmed the City of Bethany, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical supply chain participants, including Allergan Finance L.L.C. and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis pls (collectively "Allergan").

WHEREAS, the City of Bethany, Oklahoma filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Allergan has agreed to settle the claims of the State of Oklahoma and certain Oklahoma subdivisions in the Allergan Settlement Agreement dated November 22, 2022.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma hereby elects to participate, and hereby approves its participation in, the Allergan Settlement Agreement, authorizes the Mayor, or the Mayor's designee, to execute the Subdivision Participation and Release Form contained in the Allergan Settlement Agreement as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including dismissal with prejudice of the City of Bethany's claims against Allergan.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Allergan Settlement Agreement, and the other agreements related to the Allergan Settlement Agreement referenced herein, for the benefit of the City of Bethany, Oklahoma, including executing any documents required to finalize the participation of the City of Bethany, Oklahoma in the Allergan Settlement Agreement.

The City of Bethany, Oklahoma adopted the above Resolution on the _____ day of _____, 2023.

CITY OF BETHANY, OKLAHOMA:

_____
Mayor

Dated this ____ day of _____, 2023.

ATTEST:

_____
City Clerk

ALLERGAN PUBLIC GLOBAL OPIOID SETTLEMENT AGREEMENT

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ALLERGAN PUBLIC GLOBAL OPIOID SETTLEMENT AGREEMENT

Whereas, the Settling States, Participating Subdivisions, Participating Special Districts, and Allergan (as those terms are defined below) share a common desire to resolve disputes between them relating to opioid medications according to the terms set out in this agreement dated as of November 22, 2022 (the "*Agreement*");

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts agree and understand that upon satisfaction of the conditions set forth in Sections II and XI, this Agreement will be binding on the Settling States, Allergan, Participating Subdivisions, and Participating Special Districts;

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts agree and understand that this Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section III;

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts agree and understand that they shall at all times act in good faith to implement and execute their obligations under this Agreement and shall not act in any way to purposefully frustrate the right of any party to receive the benefits due under the Agreement;

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, Participating Subdivisions, and Participating Special Districts by and through their respective counsel, as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. "*Abatement Accounts Fund*" means a component of the Settlement Fund described in subsection VIII.F.

2. "*Additional Restitution Amount*" means the amount available to Settling States listed in Exhibit M of $16,192,680.76.

3. "*Affiliated Company(ies)*" means (1) when used with respect to AbbVie Inc. ("AbbVie") all of the entities listed in Exhibit J-1; (2) when used with respect to Allergan all of the entities listed in Exhibit J-2; and (3) additionally shall include other entities owned now or in the past either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents, but only to the extent those other entities played any role relating to Covered Conduct and/or Released Claims during the period when they were owned

either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents.

4. "*Agreement*" means this Allergan Public Global Opioid Settlement Agreement, inclusive of all exhibits.

5. "*Alleged Harms*" means the alleged past, present, and future financial or societal and related expenditures arising out of the alleged misuse and abuse of opioid products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Allergan.

6. "*Allergan*" means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a/ Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc). *Allergan* does not include Teva Pharmaceuticals Industries Ltd. ("*Teva Ltd.*"), Teva Pharmaceuticals USA, Inc. ("*Teva USA*"), Cephalon, Inc. ("*Cephalon*"), Actavis LLC (f/k/a Actavis Inc.) ("*Actavis LLC*"), Watson Laboratories, Inc. ("*Watson*"), Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.) ("*Actavis Pharma*"), Actavis Elizabeth LLC ("*Actavis Elizabeth*"), Actavis Kadian LLC ("*Actavis Kadian*"), Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida) ("*Actavis Labs FL*"), Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah) ("*Actavis Labs UT*"), Actavis Mid Atlantic LLC ("*Actavis Mid*"), Actavis South Atlantic LLC ("*Actavis South*"), Actavis Totowa LLC ("*Actavis Totowa*"), or Anda, Inc. ("*Anda*").

7. "*Allocation Statute*" means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions and/or its Special Districts. In addition to modifying the allocation, as set forth in subsection VIII.E.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditure of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

8. "*Annual Payment*" means the total amount of the Net Abatement Amount payable into the Settlement Fund by Allergan on each Payment Date (including the Initial Year Payment), as calculated by the Settlement Fund Administrator pursuant to Section VII or agreed to pursuant to Section VII.B.6, which shall not exceed the maximum payment for any given year as set forth in Exhibit M. This term does not include the Additional Restitution Amount or amounts paid pursuant to Section XIII.

9. "*Appropriate Official*" means the official defined in subsection XVI.F.4.

10. "*Attorney Fee and Cost Payment*" means the total amount of the Global Settlement Attorney Fee Amount payable by Allergan on the Payment Date of each year into the (1) Attorney Fee and Cost Fund described in Exhibit R, (2) the State Cost Fund described in Exhibit T, and (3) the State Outside Counsel Fee Fund described in Exhibit S, for attorneys' fees, expenses, and costs of the Settling States and Participating Subdivisions.

11. "*Attorney Fee and Cost Fund*" means an account consisting of $187,115,422.10 to pay attorneys' fees and costs of Litigating Subdivisions that become Participating Subdivisions and the MDL Expense Fund, amounts pursuant to the agreement on attorneys' fees and costs attached as Exhibit R.

12. "*Bar*" means either (1) a ruling by the highest court of the State, or the intermediate court of appeals when not subject to further review by the highest court of the State in a State with a single intermediate court of appeals, setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Allergan incurred under the Agreement) shall not constitute a Bar.

13. "*Base Payment*" means the payments made pursuant to Section VII.D.

14. "*Case-Specific Resolution*" means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct Bar or through a grant of authority to release claims and that authority is exercised in full) or (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Allergan incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.

15. "*Claim*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative, claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal,

state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

16. "*Claim Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

17. "*Compensatory Restitution Amount*" means the aggregate amount of payments by Allergan hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to subsection VIII.C as being used to pay attorneys' fees and investigation costs or litigation costs.

18. "*Consent Judgment*" means a state-specific consent judgment, the general terms of which shall be agreed by the Settling States and Allergan prior to the Reference Date and shall include (1) approval of this Agreement and (2) the release set forth in Section V, including the full and final resolution of any Released Claims that the Settling State has brought against Released Entities.

19. "*Court*" means the respective court for each Settling State to which the Agreement and the Consent Judgment are presented for approval and/or entry as to that Settling State, or the Northern District of Ohio for purposes of administering the Attorney Fee and Cost Fund and any related fee and cost agreements.

20. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Reference Date of this Agreement (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity) arising from or relating in any way to (a) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded or branded

promotion, marketing, or advertising, unbranded information, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product or class of Products; (c) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product or class of Products; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of Product; and/or (e) diversion control programs or suspicious order monitoring related to any Product. The foregoing is not intended to apply to claims alleging contamination of products.

21. "*Covered Special Districts*" means a Special District that is (1) a school district with K-12 student enrollment of at least 25,000 or 0.12% of a State's population, whichever is greater; (2) a fire district that covers a population of 25,000, or 0.20% of a State's population if a State's population is greater than 18 million (though, if a fire district's population is not easily calculable from state data sources and agreed to between the State and Allergan, it is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties); or (3) a healthcare district or hospital district with at least 125 hospital beds in one or more hospitals rendering services in that district.

22. "*Designated State*" means New York.

23. "*Divested Actavis Generic Entity(ies)*" means Actavis LLC, Watson, Actavis Pharma, Actavis Elizabeth, Actavis Kadian, Actavis Labs FL, Actavis Labs UT, Actavis Mid, Actavis South, and Actavis Totowa.

24. "*Divested Entity(ies)*" means those companies listed on Exhibit J-3, which includes the Divested Actavis Generic Entities.

25. "*Effective Date*" means the date sixty (60) days after the Reference Date.

26. "*Eligible State*" means a State that is not a Prior Settling State and is thus eligible to participate in this Agreement and become a Settling State.

27. "*Enforcement Committee*" means a committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to subsection XVI.P shall be provided when there are changes in membership or contact information.

28. "*Exhibit G Participant"* means a Participating Subdivision or Participating Special District that appears in Exhibit G at the relevant point in time. Nothing about the use of the term Exhibit G Participant changes the ability to amend the list of entities listed on Exhibit G pursuant to this Agreement.

29. "*Global Settlement Abatement Amount*" means the total abatement amount of $2,149,873,027.00. (This figure does not reflect the application of the Prior Settlements Credit or potential offsets. It also does not include amounts paid to the Additional Restitution Amount, which may be used for abatement.)

30. "*Global Settlement Amount*" means $2,372,972,184.12 and consists of the Global Settlement Abatement Amount, the Global Settlement Attorney Fee Amount, and the Additional Restitution Amount.

31. "*Global Settlement Attorney Fee Amount*" means $206,906,476.36, which consists of the Attorney Fee and Cost Fund, the State Outside Counsel Fee Fund, and the State Cost Fund.

32. "*Implementation Administrator*" means the vendor agreed to by the Parties and retained by Teva and Allergan to provide notice pursuant to Section X.A and to manage the initial joinder period for Subdivisions and Special Districts, including the issuance and receipt of Settlement Participation Forms.

33. "*Implementation Costs*" means the costs for the Implementation Administrator, which shall be paid for pursuant to subsection VI.D.

34. "*Incentive A*" means the incentive payment described in subsection VII.E.5.

35. "*Incentive B*" means the incentive payment described in subsection VII.E.6.

36. "*Incentive C*" means the incentive payment described in subsection VII.E.7.

37. "*Incentive D*" means the incentive payment described in subsection VII.E.8.

38. "*Incentive Payment*" means the payments made pursuant to Section VII.E.

39. "*Initial Participating Special District*" means a Special District that meets the requirements set forth in subsection IX.L.

40. "*Initial Participating Subdivision*" means a Subdivision that meets the requirements set forth in subsection IX.D.

41. "*Initial Participation Date*" means the date ninety (90) days after the Preliminary Agreement Date, unless it is extended by written agreement of Allergan and the Enforcement Committee.

42. "*Initial Year Payment*" means the first Annual Payment of the Net Abatement Amount payable into the Settlement Fund by Allergan on the Payment Date as

calculated by the Settlement Fund Administrator pursuant to Section VII or agreed to pursuant to Section VII.B.6, which shall not exceed the maximum payment for the Initial Year Payment as set forth in Exhibit M.

43. "*Injunctive Relief Terms*" means the terms described in Section IV and set forth in Exhibit P.

44. "*Later Litigating Special District*" means a Special District (or Special District official asserting the right of or for the Special District to recover for Alleged Harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a Claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Special District whose Claims were resolved by a Bar or Case-Specific Resolution, which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay, removal or dismissal with prejudice.

45. "*Later Litigating Subdivision*" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a Claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Subdivision whose Claims were resolved by a Bar or Case-Specific Resolution, which is later revoked following the execution date of this Agreement, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay, removal, or dismissal with prejudice.

46. "*Later Participating Special District*" means a Participating Special District that meets the requirements of subsection IX.M but is not an Initial Participating Special District.

47. "*Later Participating Subdivision*" means a Participating Subdivision that meets the requirements of subsection IX.E but is not an Initial Participating Subdivision.

48. "*Litigating Special District*" means a Special District (or Special District official asserting the right of or for the Special District to recover for Alleged Harms to the Special District and/or the people thereof) that brought any Released Claims against any Released Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. Exhibit C includes an agreed list of the Litigating Special Districts. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Effective Date.

49. "*Litigating Subdivision*" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that brought any Released Claims against any Released

Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. A Prior Settling Subdivision shall not be considered a Litigating Subdivision. Exhibit C includes an agreed list of the Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Effective Date.

50. "*National Arbitration Panel*" means the panel described in subsection XIV.G.4.

51. "*National Disputes*" means the disputes described in subsection XIV.G.

52. "*Net Abatement Amount*" means $1,799,186,751.00, which is the Global Settlement Abatement Amount adjusted for the Prior Settlements Credit pursuant to subsection VI.C.2.

53. "*Non-Litigating Covered Special District*" means a Covered Special District that is not a Litigating Special District.

54. "*Non-Litigating Special District"* means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.

55. "*Non-Litigating Subdivision*" means a Subdivision that is not (1) a Litigating Subdivision, (2) a Later Litigating Subdivision, or (3) a Prior Settling Subdivision.

56. "*Non-Participating Special District*" means a Special District that is not a Participating Special District.

57. "*Non-Participating Subdivision*" means a Subdivision that is not a Participating Subdivision. For the avoidance of doubt, Non-Participating Subdivision also includes Prior Settling Subdivisions.

58. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

59. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

60. "*Non-Released Entity*" means an entity that is not a Released Entity.

61. "*Non-Settling State*" means a State that is an Eligible State but not a Settling State.

62. "*Opioid Remediation*" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit E

provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

63. "*Participating Special District*" means a Special District that signs the Settlement Participation Form annexed hereto as Exhibit K and meets the requirements for becoming a Participating Special District under Section IX. Participating Special Districts include both Initial Participating Special Districts and Later Participating Special Districts.

64. "*Participating Subdivision*" means a Subdivision that signs a Settlement Participation Form annexed hereto as Exhibit K and meets requirements for becoming a Participating Subdivision under Section IX. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

65. "*Parties*" means Allergan and the Settling States (each, a "*Party*").

66. "*Payment Date*" means the date on which Allergan makes its Annual Payments (including its Initial Year Payment), Additional Restitution Payments, and Attorney Fee and Cost Payments, pursuant to Section VII and XIII and Exhibits M-1 and M-2. The first Payment Date is thirty (30) days after the Effective Date. The second Payment Date is July 15, 2024, the third Payment Date is July 15, 2025, the fourth Payment Date is July 15, 2026, the fifth Payment Date is July 15, 2027, the sixth Payment Date is July 15, 2028, and the seventh Payment Date is July 15, 2029.

67. "*Payment Year*" means the calendar year during which the applicable Annual Payment is due pursuant to subsection VII.B. Payment Year 1 is 2023, Payment Year 2 is 2024, and so forth. References to payment "for a Payment Year" mean the Annual Payment due that year. References to eligibility "for a Payment Year" mean eligibility in connection with the Annual Payment due during that year.

68. "*Preliminary Agreement Date*" means the date on which Allergan gives notice to the Settling States and MDL Plaintiffs' Executive Committee of its determination that a sufficient number of States have agreed to be Settling States to proceed with notice pursuant to Section IX.A. This date shall be no more than fourteen (14) days after the end of the notice period to States (as set forth in Section II.A) unless it is extended by written agreement of Allergan and the Enforcement Committee.

69. "*Primary Subdivision*" means a Subdivision that has a population of 30,000 or more. A list of Primary Subdivisions in each State is provided in Exhibit I, and such list shall be updated if any Primary Subdivision is inadvertently missed or included.

70. *"Prior Settlements Credit"* means the credit of $350,686,276.00, reflecting that the allocations for Prior Settling States and Prior Settling Subdivisions for Claims related to the Covered Conduct against Allergan and/or other Released Entities were or will be separately settled. The credit is applied pursuant to subsection VI.A.1.

71. *"Prior Settling State(s)"* means Florida, Louisiana, New York, Rhode Island, and West Virginia and all Subdivisions and Special Districts within those States whose Claims were released as part of those States' settlements.

72. *"Prior Settling Subdivision(s)"* means the City and County of San Francisco, California, Cuyahoga County, Ohio, and Summit County, Ohio.

73. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, gabapentin, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam; and 2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "*Product*" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "*Product*" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. "*Product*" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence. Further, "Product(s)" includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; and (b) Aspirin + butalbital + caffeine + codeine phosphate, Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Homatropine methylbromide + hydrocodone bitartrate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate capsule, Morphine sulfate injection, Morphine sulfate tablet, Oxycodone, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrocholoride, and any type, version, strength, or dosage of the foregoing.

74. "*Reference Date*" means the date on which Allergan is to inform the Settling States and MDL Plaintiffs' Executive Committee of its determination whether there is sufficient resolution of Claims and potential Claims at the Subdivision level to go forward with the settlement. The Reference Date shall be no later than thirty (30) days after the Initial Participation Date, unless it is extended by written agreement of Allergan and the Enforcement Committee.

75. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State or any of its Subdivisions or Special Districts or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. "Released Claims" shall be interpreted broadly. This Agreement does not release Claims by private individuals. Claims by private individuals shall be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision, Later Litigating Special District, or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date.

76. "*Released Entities*" means Allergan and (1) all of Allergan's past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, agents (all of the foregoing solely in their capacity as such with respect to the Released Claims), and insurers (solely in their role as insurers, if any, with respect to the Released Claims), including, but not limited to, (a) AbbVie and (b) Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates) but solely as to the branded opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Products before August 2, 2016; (2) any person or entity to the extent, and only to the extent, that such person or entity may have a Claim based on such person or entity having a business relationship with Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies, including, but not limited to, for contractual indemnity, equitable or implied indemnity, contribution, comparative fault, reimbursement, or apportionment (including, but not limited to, the respective past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, partners, manufacturers, contractors, agents, and insurers (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (1), including Abbott Laboratories and Abbott Laboratories Inc. ("Abbott"), provided that, for avoidance of doubt, Abbott is not a Released Entity for purposes of Claims related to OxyContin, Purdue Pharma, or Purdue Pharma Inc.; and (ii) Halo Pharmaceuticals, Inc., Shionogi Inc., Mikart, LLC, PDI, Inc., TMS Health, LLC, National Health Information Network,

Inc., Ventiv Commercial Services, LLC, inVentiv Commercial Services, LLC, UPS Supply Chain Solutions, Inc., and King Pharmaceuticals, Inc., and their respective past and current parents, subsidiaries, and affiliates) against Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies relating to any Covered Conduct, Products, class of Products, and/or Released Claims arising from such business relationship; and (3) the respective past and present employees, officers, directors, members, shareholders, partners, trustees, contractors, consultants, and agents (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (1) and (2). Notwithstanding the foregoing (and subject to certain provisions, including, but not limited to, the Non-Party Settlement at Section V.B.2 and the Set-Off at Section XV below), Released Entities shall exclude Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates, but not Allergan and other Released Entities), but solely as to: (i) their generic opioid drugs that are Products, and/or (ii) the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products for which Releasors have also sought to hold Allergan (and/or other Released Entities) liable. For the avoidance of doubt, any entity acquired, or joint venture entered into by Allergan after the Reference date is not a Released Entity.

77. "*Releasors*" means (1) each Settling State; (2) each Participating Subdivision; (3) each Participating Special District; and (4) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision and Participating Special District to release Claims, (a) the Settling State's, Participating Subdivision's, and Participating Special District's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, emergency services districts, school districts, healthcare districts, hospital districts, Sheriffs and law enforcement districts, library districts, coroner's offices, and public transportation authorities, and other Special Districts in a Settling State, including those with the regulatory authority to enforce state and federal controlled substances acts or the authority to bring Claims related to Covered Conduct seeking money (including abatement (or remediation and/or restitution)) or revoke a pharmaceutical distribution license, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief, including but not limited to, fines, penalties, or punitive damages, on behalf of or generally applicable to the general public with respect to a Settling State or a Subdivision or Special District in a Settling State, whether or not any of them participate in the Agreement. "Releasors" does not include persons acting in an individual capacity, regardless of the type of relief sought. In addition to being a Releasor as provided herein, Participating Subdivisions and Participating Special Districts shall also provide a Settlement

Participation Form, which is attached as Exhibit K. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Effective Date) the authority set forth in the Representation and Warranty subsection of Section V.

78. "*Revocation Event*" means with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a legislative amendment or a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims or any other action or event that otherwise deprives the Bar, Settlement Class Resolution or Case-Specific Resolution of force or effect in any material respect.

79. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in a Settling State with respect to a class of Subdivisions and Special Districts in that State that (1) conforms with that Settling State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and has become final as defined in "State-Specific Finality"; (3) is binding on all Non-Participating Subdivisions and Non-Participating Special Districts in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Non-Participating Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Allergan other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than 1% of the total population of all of that State's Subdivisions listed in Exhibit G opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.

80. "*Settlement Fund*" means the interest-bearing fund established under the Agreement into which Annual Payments by Allergan are made pursuant to subsection VII. The Settlement Fund comprises the Abatement Accounts Fund, State Fund, and Subdivision Fund.

81. "*Settlement Fund Administrator*" means the entity that determines the Annual Payments (including calculating Incentive Payments pursuant to Section VII and any amounts subject to offset pursuant to Sections VII.C and XI), and administers and distributes amounts into the Settlement Fund. It shall also administer and distribute the Additional Restitution Amount pursuant to Section XII. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to

the Initial Participation Date, the Parties shall agree to selection and removal processes for and a detailed description of the Settlement Fund Administrator's duties all of which shall be appended to the Agreement as Exhibit L.

82. "*Settlement Fund Administrator Costs*" means any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator with regard to Teva and Allergan's payments to the Settlement Fund as described in Exhibit L and elsewhere in this Agreement, including those arising from the use of a bank or other financial institution to receive and disburse payments.

83. "*Settlement Fund Escrow*" means the interest-bearing escrow fund established pursuant to this Agreement to hold disputed payments made under this Agreement.

84. "*Settlement Participation Form*" means the form attached as Exhibit K that Participating Subdivisions and Participating Special Districts must execute and provide to Allergan and the Implementation Administrator or Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions and Participating Special Districts signatories to this Agreement, (2) include a full and complete release of any and all of such Participating Subdivisions' and Participating Special Districts' Claims and (3) require prompt cessation of litigation activity as set forth in Section III, and request for dismissal with prejudice of any Released Claims that have been filed against Released Entities by any such Participating Subdivisions or Participating Special Districts within fourteen (14) business days after the Reference Date.

85. "*Settlement Payment Schedule*" means the schedule of payments attached to this Agreement as Exhibit M. Actual payment amounts are subject to adjustments consistent with this Agreement.

86. "*Settling State*" means any Eligible State that has entered into this Agreement.

87. "*Special District*" means (1) formal and legally recognized sub-entities of a State recognized by the U.S. Census Bureau[1] and those listed on Exhibit C; and (2) any person, official, or entity thereof acting in an official capacity on behalf of the Special District. Special Districts do not include sub-entities of a State that provide general governance for a defined area that would qualify as a Subdivision. Entities that include any of the following words or phrases in its name shall not be considered a Special District: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

88. "*State*" means any state of the United States of America, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Additionally, the use of non-capitalized "state" to describe

[1] All such entities are found on the "Special District," "School District," and "DEP School District" tabs of the Census Bureau's 2017 Government Units Listing spreadsheet available at https://www2.census.gov/programs-surveys/gus/datasets/2017/govt_units_2017.ZIP.

something (e.g., "state court") shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (e.g., "territorial court").

89. "*State Allocation Percentage*" means the allocation percentages for Eligible States as set forth in Exhibit F-2, which have been adjusted from the State Global Allocation Percentages to account for the Prior Settlements Credit.

90. "*State Cost Fund*" means the fund totaling $3,598,373.50 and described in Exhibit T.

91. "*State Global Allocation Percentage*" means the allocation percentages for all States as set forth in Exhibit F-1, which represents allocations before the Prior Settlements Credit is applied.

92. "*State Fund*" means a component of the Settlement Fund described in subsection VIII.D.

93. "*State Outside Counsel Fee Fund*" means the fund totaling $16,192,680.76 described in Exhibit S.

94. "*State-Specific Finality*" means, with respect to the Settling State in question:

    a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Allergan, including the release of all Released Claims against Released Entities as provided in this Agreement;

    b. for all lawsuits brought by the Settling State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and

    c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

95. "*State-Subdivision Agreement*" means an agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to Exhibit G Participants in that State. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other

than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise, supplement, or refine a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O or if adopted by statute.

96. "*Statewide Payment Amount"* means the amount from an Annual Payment to be paid to a Settling State, its separate types of funds (if applicable), and its Exhibit G Participants.

97. "*Statutory Trust*" means a trust fund established by state law to receive funds allocated to a State's Abatement Accounts Fund and restrict their expenditure to Opioid Remediation purposes subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one or more of the three Settlement Funds, but this is not required.

98. "*Subdivision*" means (1) a formal and legally recognized sub-entity of a State that provide general governance for a defined area, such as a municipality, county, parish, city, town, incorporated township, village, borough, or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity on behalf of the Subdivision (including, without limitation, district attorneys, county attorneys, city attorneys, Sheriffs, and any other official, employee, or representative). Unless otherwise specified, "Subdivision" includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts.

99. "*Subdivision and Special District Allocation Percentage*" means for Subdivisions and Special Districts in a Settling State that are eligible to receive an allocation from the Subdivision Fund pursuant to subsection VIII.D or subsection VIII.E, the percentage as set forth in Exhibit G. The aggregate Subdivision and Special District Allocation Percentage of all Subdivisions and Special Districts receiving a Subdivision and Special District Allocation Percentage in each State shall equal 100%. Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section VIII.E.3. The Subdivision and Special District Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to subsection X.A, except upon the effectiveness

of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision or Special District not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

100. "*Subdivision Fund*" means a component of the Settlement Fund described in subsection VIII.A.

101. "*Teva*" means (i) Teva Pharmaceutical Industries Ltd. and, (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to the Divested Actavis Generic Entities and Anda Inc.

102. "*Teva Global Opioid Settlement Agreement*" means the settlement agreement between and among the Settling States, Participating Subdivisions, Participating Special Districts, and Teva to resolve opioid-related Claims against Teva and the other Released Entities (as defined therein).

103. "*Threshold Motion*" means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal, any applicable Bar or the relevant release by a Settling State, Participating Subdivision, or Participating Special District provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States*. On November 22, 2022 this Agreement shall be distributed to all Eligible States. The Eligible States' Attorneys General shall then have a period of thirty (30) days to decide whether to become Settling States. Eligible States will decide whether to become Settling States for both this Agreement and the Teva Global Opioid Settlement Agreement, or decline participation in both settlements. However, if Teva enters bankruptcy prior to the Effective Date, Eligible States can choose to only join this Agreement. If a State is only an Eligible State with respect to one of the Agreements, the State need only decide whether to become a Settling State with respect to the Agreement for which it is an Eligible State. States that determine to become Settling States shall so notify the Enforcement Committee and Allergan within thirty (30) days after November 22, 2022 and shall further commit to obtaining any necessary additional State releases prior to the Effective Date. This notice

period for States may be extended by written agreement of Allergan and the Enforcement Committee.

B. *Ineligible States*. Non-Settling States and Prior Settling States shall not be eligible for any payments or have any rights in connection with this Agreement.

C. *Condition to Preliminary Agreement*. Following the notice period to Eligible States set forth in subsection II.A above, Allergan shall determine on or before the Preliminary Agreement Date whether, in its sole discretion enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section X below. The determination to proceed shall be in the sole discretion of Allergan and may be based on any criteria or factors deemed relevant by Allergan. If Allergan determines that this condition has been satisfied, and that notice to the Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee on the Preliminary Agreement Date. If Allergan determines that this condition has not been satisfied, it will so notify the Settling States by providing notice to the Enforcement Committee, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void, other than Allergan's funding of Implementation Costs to date. The Preliminary Agreement Date may be extended by written agreement of Allergan and the Enforcement Committee.

D. *Later Joinder by States*. After the Preliminary Agreement Date, an Eligible State may only become a Settling State with the consent of Allergan, in its sole discretion. If a State becomes a Settling State more than thirty (30) days after the Preliminary Agreement Date, the Subdivisions and Special Districts in that State that become Participating Subdivisions and Participating Special Districts within ninety (90) days of the State becoming a Settling State shall be considered Initial Participating Subdivisions or Initial Participating Special Districts.

III. Cessation of Litigation Activities

A. Following the Preliminary Agreement Date, if Allergan has determined to proceed with notice pursuant to Section II, all Litigating States that intend to become Settling States and that are engaged in or have engaged in discovery and/or substantive motion practice ("*Active Litigation*") against a Released Entity shall make reasonable efforts to immediately cease litigation activity (e.g., written and document discovery, depositions, expert disclosures, and motion practice) against Allergan where feasible, or to minimize litigation activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice. Allergan shall cooperate in such efforts. The obligations under this subsection do not extend past the Reference Date if Allergan determines it is not going forward with the Agreement. This paragraph III.A does not apply to Litigating States with a trial date within six (6) months of the Preliminary Agreement Date, though such Litigating States and Allergan shall engage in good faith discussions regarding the potential cessation of litigation activity.

B. Following the execution of the Settlement Participation Form, attached as Exhibit K, a Litigating Subdivision or Litigating Special District that is engaged in active litigation

against a Released Entity shall make all reasonable efforts to immediately cease all litigation activity (e.g., written and document discovery, depositions, expert disclosures, and motion practice) against Allergan, where feasible, or to minimize litigation activity by means of agreed deadline extensions and agreed postponement of litigation activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practices. Allergan shall cooperate in such efforts. The obligations under this subsection do not extend past the Reference Date if Allergan determines it is not going forward with the settlement. This paragraph III.B does not apply to Litigating Subdivisions or Litigating Special Districts with a trial date within six (6) months of the Preliminary Agreement Date, though such Litigating Subdivisions or Litigating Special Districts and Allergan shall engage in good faith discussions regarding the potential cessation of litigation activity. Notwithstanding this provision no Litigating Subdivision is required to cease its litigation if it determines such action would be detrimental to its litigation.

C. Following the Reference Date, the Settling States shall endeavor to file Consent Judgments (the contents of which must be agreed upon with Allergan) within thirty (30) days of the Reference Date. Participating Subdivisions and Participating Special Districts, as applicable, shall request dismissal of their actions with prejudice within fourteen (14) days of the Reference Date. The Settling States, Participating Subdivisions, and Participating Special Districts shall use best efforts to get Consent Judgments or orders of dismissal with prejudice, as applicable, entered promptly after filing.

IV. Injunctive Relief

A. *Entry of Injunctive Relief*. As part of the Consent Judgment, the Parties agree to the Injunctive Relief Terms attached as Exhibit P.

V. Release

A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors), and Participating Special District (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State, its Attorney General, each Participating Subdivision, and each Participating Special District to release Claims. The release shall be a complete bar to any Released Claim of all Releasors. Nothing in this Agreement shall release or impair any Claims against Teva Ltd., Teva USA, Cephalon, or Anda, except to the extent expressly set forth in this Agreement.

B. *Claim Over and Non-Party Settlement*.

1. *Statement of Intent.* It is the intent of the Parties that:

   a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

   b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

   c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

   d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

   e. The provisions of this subsection V.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited*. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim Over against it. However, and notwithstanding the foregoing, this provision shall not preclude any Released Entity from seeking indemnification, contribution, or any other theory from and against Teva Ltd., Divested Entities, Pfizer Inc., King Pharmaceuticals, Inc., and Alpharma Inc., and/or each of their respective past and current parents, subsidiaries, and/or affiliates. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement*. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Allergan in subsection V.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases

contained in this Agreement) of any Claim Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement. The sole remedy for a Releasor's failure to include such a provision in a Non-Party Settlement shall be the application of Section V.B.4 below. Non-Released Entities include, but are not limited to, Teva Ltd., Teva USA, Divested Actavis Generic Entities or other Divested Entities, and Anda.

4. *Claim Over*. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection V.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection V.B.3, and such Non-Released Entity asserts a Claim Over against a Released Entity, then Releasor and Allergan shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by Allergan:

   a. Allergan shall notify that Releasor of the Claim Over within sixty (60) days of the assertion of the Claim Over or sixty (60) days of the Effective Date of this Agreement, whichever is later;

   b. Allergan and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Allergan under this Agreement;

   c. That Releasor and Allergan shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Allergan under this Agreement. Such steps may include, where permissible:

      (i) Filing of motions to dismiss or such other appropriate motion by Allergan or Released Entities, and supported by Releasors, in response to any Claim filed in litigation or arbitration;

      (ii) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

      (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim Over;

(iv) Return of monies paid by Allergan to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim Over;

(v) Payment of monies to Allergan by that Releasor to ensure it is held harmless from such Claim Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Allergan under this Agreement to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim Over; and

(vii) Such other actions as that Releasor and Allergan may devise to hold Allergan harmless from the Claim Over.

d. The actions of that Releasor and Allergan taken pursuant to paragraph (c) must, in combination, ensure Allergan is not required to pay more with respect to Covered Conduct than the amounts owed by Allergan under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Allergan may seek review by the National Arbitration Panel, provided that, if the Parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Allergan shall have a Claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Allergan harmless from the Claim Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Allergan may have.

C. To the extent that the Claim Over is based on a contractual indemnity, the obligations under subsection V.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold or promoted Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Allergan shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim Over arising out of contractual indemnity against it.

D. *General Release*. In connection with the releases provided for in the Agreement, each Settling State (for itself and its Releasors), Participating Subdivision and Participating Special District expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or

other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors), Participating Subdivision and Participating Special District hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into the Agreement, the Participating Subdivisions' decision to participate in the Agreement, or the Participating Special District's decision to participate in the Agreement.

E. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

F. *Representation and Warranty*. The signatories hereto on behalf of their respective Settling State, its Participating Subdivisions, and its Participating Special Districts, expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling State; (2) any of the Settling State's past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; (4) any Participating Subdivisions; and (5) any Participating Special District. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

G. *Effectiveness*. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use

of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

H. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

I. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, Claims for Medicaid rebates, Claims asserted, or that could be asserted, by any State, Subdivision, or Special District related to the causes of action in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, in the United States District court for the District of Pennsylvania, MDL No. 2724, and any related action (such excluded claims include, but are not limited to, all antitrust claims and any claims related to any non-opioid generic drugs), and any claims arising under the Agreement for enforcement of the Agreement.

VI. Monetary Relief Overview and Maximum Payments

A. Excluding Allergan's share of Implementation Costs and costs of the Settlement Fund Administrator, there are three main categories of monetary payments:

1. *Annual Payments to the Settlement Fund*. These payments are generally addressed in Section VII. The maximum amount Allergan shall pay in Annual Payments to the Settlement Fund is the Net Abatement Amount of $1,799,186,751.00, which reflects the application of the Prior Settlements Credit to the Global Settlement Abatement Amount. Annual Payments will be made over seven (7) years on the Payment Dates. The actual amount paid will depend on, among other things, the level of participation of Eligible States, their Subdivisions, and their Special Districts.

2. *Additional Restitution Amount*. These payments are generally addressed in Section XII. The maximum amount Allergan shall pay for the Additional Restitution Amount is $16,192,680.76. Payments for the Additional Restitution Amount will be made over four (4) years on the Payment Dates. The actual amount paid will depend on the number of Eligible States listed in Exhibit N that become Settling States.

3. *Attorney Fee and Cost Payments.* These payments are generally addressed in Section XII and Exhibits M, R, S, and T. They consist of payments for the State Outside Counsel Fee Fund, the State Cost Fund, and the Attorney Fee and Cost Fund. These payments will be made over four (4) on the Payment Dates. The maximum amount Allergan shall pay into these funds is the Global Settlement Attorney Fee Amount of $206,906,476.36.

B. The aggregate maximum amount Allergan shall pay for these for these payment categories is $2,022,285,908.12 (the "*Post-Credit Global Settlement Amount*"). This figure does not include costs related to injunctive relief and document disclosure addressed in Exhibit P, Implementation Costs, and Settlement Fund Administrator Costs addressed in this Agreement. AbbVie agrees to satisfy the obligations to make the payments due in this Section VI if for any reason Allergan fails to fulfill its payment obligations under Section VI (the "*Payment Obligations*").

C. For purposes of this Agreement only, Releasors represent that fifty-six percent (56%) of the Post-Credit Global Settlement Amount payable by Allergan constitutes consideration for the settlement of Claims involving, arising from, or related to generic opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016 that the Releasors are asserting or might otherwise assert or could assert that Allergan (or any other Released Entity) is directly or indirectly and/or jointly or severally liable, including but not limited to, based on parent or control liability or a substantially similar theory. Releasors represent that forty-four percent (44%) of the Post-Credit Global Settlement Amount payable by Allergan constitutes consideration for the settlement of Claims involving, arising from, or related to branded opioid drugs that are Products of or attributable to Allergan or any other Released Entity (including but not limited to branded opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and the other Divested Entities related to those branded opioid drugs that are Products before August 2, 2016) that the Releasors are asserting or might otherwise assert or could assert against Allergan or any other Released Entity, of which seventy-seven percent (77%) is specifically involving, arising from, or related to Kadian® (including but not limited to Kadian® manufactured, distributed, marketed, and/or sold from 1997 through 2008 by King Pharmaceuticals, Inc. and/or Alpharma Inc.).

D. *Settlement Fund Administrator and Implementation Costs*. If this Agreement becomes effective, Allergan shall be responsible for one-third of the Implementation Costs. The full amount of the Implementation Costs shall be jointly advanced by Teva and Allergan. If this Agreement becomes effective, then Allergan shall deduct from Allergan's Initial Year Payment the difference between the excess amount it advanced for Implementation Costs and its one-third obligation for such costs. Settlement Fund Administrator Costs shall be paid out of interest accrued on the Settlement Fund. Should such interest prove insufficient to fully cover the costs, the remaining cost amounts shall be paid one-third by Teva, one-third by Allergan and one-third from the Settlement Fund through the disbursement of Allergan's final Payment Allergan shall not be responsible for any costs incurred by the Settlement Fund Administrator after the disbursement of its final Payment.

VII. Annual Payments to Settlement Fund

A. Structure of Payments to Settlement Fund

1. All payments under this Section VII shall be made into the Settlement Fund, except that where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section VIII.

2. Allergan shall pay into the Settlement Fund the Net Abatement Amount consisting of $1,799,186,751.00 minus: (1) any offsets specified in subsection VII.C below; (2) any unearned Incentive Payments under subsection VII.E below; and (3) any adjustments under Section XI below.

3. The payments to the Settlement Fund shall be divided into Base Payments and Incentive Payments as provided in subsections VII.D and VII.E below and set out in Exhibit M.

B. Settlement Fund Payment Process

1. Except as otherwise provided in this Agreement, Allergan shall make one Initial Year Payment (the first Annual Payment) and six (6) additional Annual Payments of equal installments of the Net Abatement Amount (after all applicable offsets) into the Settlement Fund. The Settlement Payment Schedule is set forth in Exhibit M. Annual Payments shall be made on the Payment Date, provided that the necessary wire instructions, W-9 form, and Allergan's Bank Verification Form process is completed for the Settlement Fund at least twenty-one (21) days before the relevant payment is due and Allergan has completed any process required by the Settlement Fund Administrator and/or its financial institution(s) to complete the transaction. If there is a delay in making a payment because any of these conditions were not completed at least twenty-one (21) days in advance of the Payment Date, then the Annual Payment will be made within twenty-one (21) days of the completion of these conditions.

2. The Initial Year Payment shall consist of only Base Payments (after all applicable offsets). The other six (6) Annual Payments shall each consist of Base Payments (after all applicable offsets) and Incentive Payments (after all applicable offsets). The amount of the Initial Year Payment and each other Annual Payment, payable by Allergan shall not exceed the maximum amounts allocated to each Payment Year in Exhibit M.

3. To determine each Annual Payment for Payment Year 2 forward, the Settlement Fund Administrator shall use the data in its records sixty (60) days prior to the Payment Date for each payment. Prior to the Effective Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for the Settlement Fund Administrator obtaining relevant data and for distributing funds to Settling States and Exhibit G Participants consistent with the terms of this Agreement as quickly as practical.

4. The Settlement Fund Administrator shall determine the Annual Payment and the Statewide Payment Amount for each Settling State, consistent with the provisions in Exhibit L, by:

   a. determining, for each Settling State, the amount of Base Payments and Incentive Payments to which the State is entitled by applying the criteria in this Section;

   b. applying any reductions, or offsets required by Sections VII and XI; and

   c. determining the total amount owed by Allergan to all Settling States and Exhibit G Participant.

5. If, no later than fifty (50) days prior to the Payment Date for each payment for Payment Year 2 forward, Allergan and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amount of the Annual Payment and the Statewide Payment Amount for each Settling State, Allergan shall pay the agreed-upon Annual Payment amount on the Payment Date and the Settlement Fund Administrator shall treat those amounts as the determination described in subsection VII.B.4. If the Settlement Fund Administrator is not so informed, it shall give notice to Allergan, the Settling States, and the Enforcement Committee of the amount of the Annual Payment, and the Statewide Payment Amount for each Settling State, following the determination described in subsection VII.B.4, and the following timeline shall apply:

   a. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, Allergan, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Annual Payment, or the Statewide Payment Amount for a Settling State. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Allergan identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

   b. Within twenty-one (21) days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Allergan identifying the basis for disagreement with the notice of dispute.

   c. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Allergan shall pay the adjusted amount as the Annual Payment on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Allergan of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with

the notice of dispute, *provided*, *however* that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of Base Payments and Incentive Payments for that payment as set forth in Exhibit M. For the avoidance of doubt, a transfer of payments from the Settlement Fund Escrow for other Payment Years does not count toward determining whether the amount to be paid is higher than the maximum amount of Base Payments and Incentive Payments for that payment as set forth in Exhibit M.

d. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Allergan into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Exhibit G Participants.

6. If a Settling State informs the Settlement Fund Administrator that it and its Exhibit G Participants have reached consensus on the amount of its Statewide Payment Amount, determined pursuant to subsection VII.B.3 or VII.B.4, to be distributed to the Settling State, among its separate types of funds (if applicable), and among its Exhibit G Participants, the Settlement Fund Administrator shall disburse the Statewide Payment Amount pursuant to the consensus distribution amounts provided by the Settling State. For a Settling States that does not so notify the Settlement Fund Administrator, the Settlement Fund Administrator shall allocate the Settling State's Statewide Payment Amount, pursuant to Section VII, among the separate types of funds for the Settling State (if applicable), and among its Exhibit G Participants using the following procedures:

a. As soon as possible for each payment and following the determination described in subsection VII.B.3 and VII.B.4, the Settlement Fund Administrator shall give notice to the relevant Settling States and their Exhibit G Participants of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Exhibit G Participants.

b. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any Settling State or Exhibit G Participant may dispute, in writing, the calculation of the amount to be received by a Settling State and/or its Exhibit G Participants. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, any affected Settling State, and any affected Exhibit G Participant identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

c. Within twenty-one (21) days of the sending of a written notice of dispute, any affected Settling State or any affected Exhibit G Participant may submit

a response, in writing, to the Settlement Fund Administrator, any affected Settling State and any affected Exhibit G Participant identifying the basis for disagreement with the notice of dispute.

d. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute.

e. The Settlement Fund Administrator shall place any disputed amount into the Settlement Fund Escrow and shall disburse any undisputed amount to the Settling State and its Exhibit G Participants.

7. Disputes described in this subsection (other than those for which no response is filed under subsection VII.B.5.c or VII.B.6.d) shall be resolved in accordance with the terms of Section XIV.

8. The Settlement Fund Administrator may combine the disbursements of Annual Payments with disbursement of funds under other comparable opioid settlements. In determining when disbursements for each Annual Payment will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

9. For the avoidance of doubt, Subdivisions and Special Districts not listed on Exhibit G shall not receive an allocation from the Subdivision Fund.

C. Offsets to Annual Payments to the Settlement Fund for Non-Settling States

1. An offset equal to the Net Abatement Amount of $1,799,186,751.00 times the State Allocation Percentage assigned to each Non-Settling State in Exhibit F-2 shall be deducted from the total amount to be paid by Allergan to the Settlement Fund.

2. Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the Annual Payments specified in Exhibit M are reduced by the aggregate State Allocation Percentage of Non-Settling States as set forth in Exhibit F-2.

D. Base Payments

1. Allergan shall make Base Payments into the Settlement Fund in an amount equal to 45% of the Net Abatement Amount of $1,799,186,751.00 minus any offsets for Non-Settling States specified in Section VII.C.I. The maximum total for Base Payments is $809,634,037.95. The Base Payments will be paid in accordance with the Settlement Payment Schedule specified by Exhibit M, subject to potential offsets for Non-Settling States as provided in Section VII.C.1.

2. The Base Payments will be allocated by Settling State proportionate to each Settling State's State Allocation Percentage in Exhibit F-2, adjusted for any Non-Settling State.

E. Incentive Abatement Payments

1. Allergan shall make potential Incentive Payments totaling up to a maximum of 55% of the Net Abatement Amount of $1,799,186,751.00 for all Settling States with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payments is $989,552,713.05.

2. The maximum total Incentive Payment for any Settling State shall be no more than the maximum total for Incentive Payments listed in Section VII.E.1 times the Settling State's State Allocation Percentage specified in Exhibit F-2. Incentive Payments are state-specific, with each Settling State receiving an Incentive Payment based on the incentives for which it is eligible for that year under the criteria set forth below and any offset specified in Section XI.

3. The Incentive Payments shall be divided among four (4) categories, referred to as Incentives A–D. Incentives A–C will be due in installments over six (6) Payment Years beginning with Annual Payment 2 and Incentive D will be due in installments over four (4) years beginning with Annual Payment 4, as shown on Exhibit M. The total amount of Incentive Payments in an Annual Payment shall be the sum of the Incentive Payments for which individual Settling States are eligible for that Payment Year under the criteria set forth below. The Incentive Payments shall be made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below.

4. The maximum amount available for Incentive Payments, $989,552,713.05, is divided into two pools. The maximum amount of Incentive Payments for Incentives A-C shall be $863,609,640.48, which is 48% of the maximum Net Abatement Amount. A Settling State may be eligible for its full allocable share of this payment by either achieving Incentive A or by fully earning both Incentives B and C. The maximum amount of Incentive Payments for Incentive D shall be $125,943,072.57, which is 7% of the maximum Net Abatement Amount. (These figures represent maximum payments prior to being adjusted for any offsets and assumes every State is a Settling State and will satisfy the requirements specified below to earn its maximum incentive amount. The Incentive Payments will be paid in accordance with the payment schedule in Exhibit M, subject to potential deductions as provided herein.) A Settling State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements specified below. Settling States may qualify for Incentive Payments in four ways. If a Settling State qualifies for Incentive A, it will become entitled to receive the maximum payment allocable to the State for Incentives A-C as stated in subsection VII.E.5. If a Settling State does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A Settling State can qualify for Incentive D regardless of whether it qualifies for another Incentive Payment.

5. *Incentive A: Full Participation or Fully Released Claims of Litigating Subdivisions, Litigating Special Districts, Non-Litigating Subdivisions with Population Greater Than 10,000, and Non-Litigating Covered Special Districts.*

   a. A Settling State's total potential Incentive A payment allocation is $863,609,640.48 times the percentage allocation assigned that Settling State in Exhibit F-2.

   b. A State qualifies for Incentive A by: (1) complete participation in the form of releases consistent with Section V above from all Litigating Subdivisions and Litigating Special Districts, Non-Litigating Subdivisions with population over 10,000, and Non-Litigating Covered Special Districts; (2) a Bar; or (3) a combination of approaches in clauses (1)-(2) that achieves the same level of resolution of Subdivision and Special District Claims (e.g., a law barring future litigation combined with full joinder by Litigating Subdivisions and Litigating Special Districts). For purposes of Incentive A, a Subdivision or Special District is considered a "Litigating Subdivision" or "Litigating Special District" if it has brought Released Claims against Released Entities on or before the Reference Date; all other Subdivisions and Special Districts are considered "Non-Litigating." For purposes of Incentive A, Non-Litigating Covered Special Districts shall not include a Special District with any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

   c. If a Settling State qualifies for Incentive A after receiving an Incentive Payment under Incentives B or C, described below, the Settling State's payments under Incentive A will equal the remainder of its total potential Incentive A payments less any payments previously received under Incentives B or C. A Settling State that receives all of its total potential Incentive A payment allocation shall not receive additional Incentive Payments under Incentives B or C.

   d. A Settling State that is not eligible for Incentive A as of two (2) years after the Effective Date shall not be eligible for Incentive A for that Payment Year or any subsequent Payment Years.

6. *Incentive B: Early Participation or Released Claims by Litigating Subdivisions and Litigating Special Districts.*

   a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 60% of its total potential Incentive A payment allocation under Incentive B.

   b. A Settling State can qualify for an Incentive B payment if Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population are either Participating

Subdivisions, Participating Special Districts, or have their claims resolved through Case-Specific Resolutions.

(i) A Settling State's litigating population is the sum of the population of all Litigating Subdivisions and Litigating Special Districts. A Settling State's litigating population shall include all Litigating Subdivisions and Litigating Special Districts whose populations overlap in whole or in part with other Litigating Subdivisions and Litigating Special Districts, for instance in the case of a Litigating Special District, city, or township contained within a county.

(ii) For example, if School District A is a Litigating Special District in City B with a population of 1, City B is itself a Litigating Subdivision with a population of 8, and City B is located within County C, and County C is a Litigating Subdivision with a population 10, then each of their individual populations shall be added together (i.e., 1 + 8 +10) to determine the total litigating population (i.e., 19).

c. The following time periods apply to Incentive B payments:

(i) Period 1: Zero to two hundred ten (210) days after the Effective Date.

(ii) Period 2: Two hundred eleven (211) days to one year after the Effective Date.

(iii) Period 3: One year and one day to two years after the Effective Date.

d. Within Period 1: If Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of a Settling State's litigating population are Participating Subdivisions or Participating Special Districts, or have their Claims resolved through Case-Specific Resolutions during Period 1, then a sliding scale will determine the share of the funds available under Incentive B, with a maximum of 60% of the Settling State's total potential Incentive Payment allocation available. Under that sliding scale, if Litigating Subdivisions and Litigating Special Districts collectively representing 75% of a Settling State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 1, a Settling State will receive 50% of the total amount available to it under Incentive B. If more Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the total amount available to it under Incentive B as shown in the table below.

Participation or Case-Specific Resolution Levels (As percentage of litigating population)	**Incentive B Award** (As percentage of total amount available to Settling State for Incentive B)
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

e. Within Period 2: If a Settling State did not qualify for an Incentive B payment in Period 1 but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 2, then the Settling State qualifies for 75% of the Incentive B payment it would have qualified for in Period 1.

f. Within Period 3: If a Settling State did not qualify for an Incentive B payment in Periods 1 or 2, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 3, then the Settling State qualifies for 50% of the Incentive B payment it would have qualified for in Period 1.

g. A Settling State that receives the Incentive B payment for Periods 1 and/or 2 can receive additional payments if it secures participation from additional Litigating Subdivisions and/or Litigating Special Districts (or Case-Specific Resolutions of their Claims) during Periods 2 and/or 3. Those additional payments would equal 75% (for additional participation or Case-Specific Resolutions during Period 2) and 50% (for additional participation or Case-Specific Resolutions during Period 3) of the amount by which the increased litigating population levels would have increased the Settling State's Incentive B payment if they had been achieved in Period 1.

h. The percentage of the available Incentive B amount for which a Settling State is eligible by the end of Period 3 shall cap its eligibility for that Payment Year and all subsequent Payment Years. If Litigating Subdivisions and Litigating Special Districts that have become Participating Subdivisions or Participating Special Districts, or achieved Case-Specific Resolution

status collectively represent less than 75% of a Settling State's litigating population by the end of Period 3, the Settling State shall not receive any Incentive B payment.

i. If there are no Litigating Subdivisions or Litigating Special Districts in a Settling State, and that Settling State is otherwise eligible for Incentive B, that Settling State will receive its full allocable share of Incentive B.

j. Incentives earned under Incentive B shall accrue after each of Periods 1, 2, and 3. Calculations to increase Incentive Payments in later periods based on additional joinder shall not reduce any amount already vested at the end of a prior period.

7. *Incentive C: Participation or Release of Claims by Primary Subdivisions*

a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 40% of its total potential Incentive A payment allocation under Incentive C, which has two parts.

b. Part 1: Under Incentive C, Part 1, a Settling State can receive up to 75% of its Incentive C allocation. A Settling State can qualify for a payment under Incentive C, Part 1 only if Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date) collectively representing at least 60% of the Settling State's Primary Subdivision population become Participating Subdivisions or achieve Case-Specific Resolution status.

(i) A Settling State's Primary Subdivision population is the sum of the population of all Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date). A Settling State's Primary Subdivision population shall include all Primary Subdivisions whose populations overlap in whole or in part with other Primary Subdivisions, for instance in the case of a Primary Subdivision that is a city contained within a Primary Subdivision that is a county. Because Primary Subdivisions include Subdivisions whose populations overlap in whole or in part with other Subdivisions, the Settling State's Primary Subdivision population may be greater than the Settling State's total population. (Special Districts are not relevant for purposes of Incentive C calculations.)

(ii) For example, if City A is a Primary Subdivision with a population of 1 within County B, and County B is a Primary Subdivision with a population of 10, then each of their individual populations shall be added together (i.e., 1+10) to determine the total Primary Subdivision population (i.e., 11).

c. A sliding scale will determine the share of the funds available under Incentive C, Part 1 to Settling States meeting the minimum 60% threshold. Under that sliding scale, if a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing 60% of its total Primary Subdivision population, it will receive 40% of the total amount potentially available to it under Incentive C, Part 1. If a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing more than 60% of its Primary Subdivision population, the Settling State shall be entitled to receive a higher percentage of the total amount potentially available to it under Incentive C, Part 1, on the scale shown in the table below. If there are no Primary Subdivisions, and that Settling State is otherwise eligible for Incentive C, that Settling State will receive its full allocable share of Incentive C, Part 1.

Participation or Case-Specific Resolution Levels (As percentage of total Primary Subdivision population)	**Incentive C, Part 1 Award** (As percentage of total amount available to Settling State for Incentive C, Part 1)
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

d. Part 2: If a Settling State qualifies to receive an incentive under Incentive C, Part 1, the Settling State can also qualify to receive an additional incentive amount equal to 25% of its total potential Incentive C allocation by securing 100% participation of the ten (10) largest Subdivisions by population in the Settling State. (Special Districts are not relevant for purposes of this calculation.) If a Settling State does not qualify for any amount under Incentive C, Part 1, it cannot qualify for Incentive C, Part 2.

e. Incentives earned under Incentive C shall accrue on an annual basis up to three years after the Effective Date. At one, two, and three years after the Effective Date, the Settlement Fund Administrator will conduct a lookback to assess which Subdivisions had agreed to participate or had their Claim resolved through a Case-Specific Resolution that year. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive C for the year. The percentage of the available Incentive C amount, for both Part 1 and Part 2, for which a Settling State is

eligible three years after the Effective Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

8. *Incentive D: No Qualifying Lawsuits Surviving Threshold Motions at Two Look-Back Dates.*

a. A Settling State's total potential Incentive D payment allocation is $125,943,072.57 times the percentage allocation assigned that Settling State in Exhibit F-2.

b. If, at any time within five and one-half (5.5) years of the Preliminary Agreement Date, any Subdivision or Special District within a Settling State files litigation pursuing Released Claims against any Released Entity (a "*Qualifying Lawsuit*"), then Allergan shall, within thirty (30) days of Allergan or any Released Entity being served or otherwise informed of the prosecution of such Released Claims, provide notice to the Settling State in which such Released Claims are being pursued and shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Allergan under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Allergan shall confer and use reasonable efforts to promptly resolve a Qualifying Lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a Qualifying Lawsuit.

c. Part 1: Under Incentive D, Part 1, a Settling State shall receive 50% of its total potential Incentive D payment allocation if, at two years after the Effective Date (the "*First Look-Back Date*"), there are no pending Released Claims from a Qualifying Lawsuit that survived a Threshold Motion within the Settling State against any Released Entities.

d. Part 2: Under Incentive D, Part 2, a Settling State shall receive 50% of its total potential Incentive D payment allocation if, at five and one-half (5.5) years after the Preliminary Agreement Date (the "*Second Look-Back* Date"), there are no pending Released Claims from a Qualifying Lawsuit that survived a Threshold Motion within the Settling State against any Released Entities.

e. After the First Look-Back Date, a Settling State can become re-eligible for Incentive Payment D Part 1 if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall become eligible for Incentive Payment D less any litigation fees and cost incurred by the Released Entity in the interim, except that if the dismissal motion occurs after the

completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

VIII. Allocation and Use of Settlement Funds

A. *Components of Settlement Fund*. The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments under Section VI into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds). Unless otherwise specified herein, payments placed into the Settlement Fund do not revert back to Allergan.

B. *Use of Settlement Payments*. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Exhibit G Participants be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VII.C. In no event may less than 85% of Allergan's payments pursuant to Section VI.A.1-3 over the entirety of all Payment Years (but not any single Payment Year) be spent on Opioid Remediation.

C. While disfavored by the Parties, a Settling State or Exhibit G Participant may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or Exhibit G Participant uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Exhibit G Participant shall identify such amounts and report to the Settlement Fund Administrator and Allergan how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this subsection VIII.C shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VIII.C as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of subsection VIII.G and (b) Participating Subdivisions not listed on Exhibit G or Participating Special Districts that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

D. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and Participating Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Exhibit G Participants, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate Base Payments under subsection VII.D among the Settling States in proportion to their respective State Allocation Percentages. Base Payments for each Settling State will then be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VIII.E.

2. Incentive Payments. The Settlement Fund Administrator will treat Incentive Payments under subsection VII.E on a State-specific basis. Incentive payments for which a Settling State is eligible under subsection VII.E will be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VIII.E.

3. Application of Adjustments. If any offset under Section XI applies with respect to a Settling State, the offset shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.

4. Settlement Fund Administrator. Prior to the Initial Participation Date, Allergan and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall be appended hereto as Exhibit L.

E. *Settlement Fund Reallocation and Distribution*. As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under subsections VIII.E.1-2, then the default provisions of subsection VIII.E.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to subsections VIII.E.1-2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VIII.D shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into or amended after July 26, 2022 shall be applied only if it requires: (1) that all amounts be used for Opioid Remediation except as allowed by subsection VIII.C, and (2) that at least 70% of amounts be used solely for future Opioid Remediation (references to "future Opioid Remediation" include amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms). For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to Allergan

and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation except as allowed by subsection VIII.C, and (2) at least 70% of all amounts to be used solely for future Opioid Remediation, then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VIII.D shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions in subsection VIII.E.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this subsection VIII.E only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. An Exhibit G Participant may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision or Participating Special District. The Settlement Fund Administrator is not required to honor voluntary redistribution for which notice is provided to it less than sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If subsections VIII.E.1-2 do not apply, and subject to any voluntary redistribution pursuant to subsection VIII.E.3, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VIII.D shall be distributed as follows:

   a. Amounts apportioned to that State's State Fund shall be distributed to that State.

   b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with subsection VIII.F. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling

State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State listed on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Subsection X.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by subsection VIII.E.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section IX, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions in excess of what is permissible under subsection IX.E. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in subsection VIII.E.1 or by an Allocation Statute or a Statutory Trust described in subsection VIII.E.2.

F. *Provisions Regarding Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of subsection VIII.E.1 or VIII.E.2 as applicable, and all direct payments to Subdivisions comply with subsections IX.E-H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:

a. *Regional Remediation.*

(i) At least 50% of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to subsection VIII.F.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (1) define its initial regions, which shall consist of one (1) or more Subdivisions and which shall be designated by the State agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; and (2) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions listed on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than 50% of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (1) has the authority to adjust the definition of the regions, and (2) may annually revise the percentages allocated to each region to reflect the number of Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants*. Certain Subdivisions listed on Exhibit G shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision listed on Exhibit G eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, Bar, or other action; (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more; and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each Subdivision listed on Exhibit G eligible to receive block grants shall be assigned its own region.

c. *Small States*. Notwithstanding the provisions of subsection VIII.F.2.a, Settling States with populations under four (4) million that do not have existing regions described in subsection VIII.F.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions listed on Exhibit G eligible for block grants under subsection VIII.F.2.b shall be divided regionally so that each block-grant eligible Subdivision listed on Exhibit G is a region and the remainder of the State is a region.

d. *Advisory Committee*. The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "*Advisory Committee*") to provide input and recommendations regarding remediation spending from that Settling State's Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Parties.

G. *Nature of Payment.* Allergan, the Settling States, the Participating Subdivisions, and the Participating Special Districts, acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. Allergan has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. The Settling States, the Participating Subdivisions, and the Participating Special Districts sought compensatory restitution (within the meaning of 26 U.S.C.

§ 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States, Participating Subdivisions and Participating Special Districts;

3. By executing this Agreement the Settling States, the Participating Subdivisions, and the Participating Special Districts certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States, Participating Subdivisions and Participating Special Districts; and (b) the portion of the Compensatory Restitution Amount received by each Settling State, Participating Subdivision or Participating Special Districts is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State, Participating Subdivision or Participating Special Districts;

4. The payment of the Compensatory Restitution Amount by Allergan constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Allergan;

5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States, Participating Subdivisions and Participating Special Districts to the same position or condition that they would be in had the Settling States, Participating Subdivisions and Participating Special Districts not suffered the Alleged Harms;

6. No portion of the Compensatory Restitution Amount represents reimbursement to any Settling State, Participating Subdivision, Participating Special District, or other person or entity for the costs of any investigation or litigation. The entire Compensatory Restitution Amount is properly characterized as described in subsection VIII.G. No portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and

7. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Allergan.

IX. Participation by Subdivisions and Special Districts

A. *Notice.* No later than fifteen (15) days after the Preliminary Agreement Date, the Settling States, with the cooperation of Allergan, shall send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions and Special Districts in the Settling State that are (1) Litigating Subdivisions or Litigating Special Districts, or (2) Non-Litigating Subdivisions listed in Exhibit G. To the extent a Non-Litigating Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special District. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the Preliminary Agreement Date. Allergan's share of costs of the written notice shall be paid by Allergan as part of the Implementation Costs. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions, Litigating Special Districts, and known counsel for Non-Litigating Subdivisions listed on Exhibit G and Non-Litigating Special Districts listed on Exhibit G. The notice will include that the deadline for becoming an Initial Participating Subdivision or Initial Participating Special District is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions or Special Districts about becoming a Participating Subdivision or Participating Special District, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions*. A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VIII, and (4) that the Subdivision submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement. The required Settlement Participation Form is attached as Exhibit K. A Non-Litigating Subdivision will decide whether to become a Participating Subdivision for both this Agreement and the Teva Global Opioid Settlement Agreement, or neither. However, if Teva enters bankruptcy prior to the Effective Date, a Non-Litigating Subdivision can choose to only join this Agreement.

C. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions*. A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) that, in addition to the requirements set out in subsection IX.B for Non-Litigating Subdivisions, commits it to

promptly dismissal its legal action. The required Settlement Participation Form is attached as Exhibit K. A Litigating Subdivision or Later Litigating Subdivision will decide whether to become a Participating Subdivision for both this Agreement and the Teva Global Opioid Settlement Agreement, or neither. However, if Teva enters bankruptcy prior to the Effective Date, a Litigating Subdivision or Later Litigating Subdivision can choose to only join this Agreement. Except for trials begun before the Initial Participation Date, a Litigating Subdivision or a Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in subsections IX.B or IX.C by the Initial Participation Date. Provided however, all Subdivision Settlement Participation Forms shall be held by the Implementation Administrator until Allergan provides the notice in subsection X.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective. If Allergan determines not to proceed, all Settlement Participation Forms shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligations.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VIII.E or VIII.F. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. A Later Participating Subdivision shall not receive any share of any Base or Incentive Payments paid to the Subdivision Fund that were due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after the Initial Participation Date but before June 15, 2023 shall receive 75% of the share of the Initial Year Payment that it would have received had it become an Initial Participating Subdivision (unless the Later Participating Subdivision is subject to subsections IX.E.3 or IX.E.4 below). A Later Participating Subdivision that becomes a Participating Subdivision after June 15, 2023 shall receive no share of the Initial Year Payment.

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive 50% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided,*

however, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any Base Payments or Incentive Payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive 25% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments*. Amounts to be received by Later Participating Subdivisions or Later Participating Special Districts shall not increase the payments due from Allergan.

G. *Ineligible Subdivisions and Special Districts.* Prior Settling Subdivisions and Subdivisions and Special Districts in Non-Settling States or Prior Settling States are not eligible to be Participating Subdivisions or Participating Special Districts.

H. *Non-Participating Subdivisions and Non-Participating Special Districts*. Non-Participating Subdivisions and Non-Participating Special Districts shall not directly receive any portion of any Base Payments or Incentive Payments, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions and Non-Participating Special Districts.

I. *Unpaid Allocations to Later Participating and Non-Participating Subdivisions*. Any Base Payments and Incentive Payments allocated pursuant to subsection VII.E to a Later Participating or Non-Participating Subdivision or a Later Participating or Non-Participating Special District that cannot be paid pursuant to Section IX, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

J. *Requirements for Becoming a Participating Special District: Non-Litigating Special Districts*. A Non-Litigating Special District in a Settling State may become a Participating Special District by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Special District agrees to the terms of this Agreement pertaining to Special Districts, (2) that the Special District releases all Released Claims against all Released Entities, (3) that the Special District agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VIII, and (4) that the Special District submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement. The required Settlement Participation Form is attached as Exhibit K. A Non-Litigating Special District will decide whether to become a Participating Special District for both this Agreement and the Teva Global Opioid Settlement Agreement, or neither.

However, if Teva enters bankruptcy prior to the Effective Date, a Non-Litigating Special District can choose to only join this Agreement.

K. *Requirements for Becoming a Participating Special District: Litigating Special Districts/Later Litigating Special Districts.* A Litigating Special District or Later Litigating Special District in a Settling State may become a Participating Special District by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) that, in addition to the requirements set out in subsection IX.J for Non-Litigating Special Districts, commits it to promptly dismiss its legal action. The required Settlement Participation Form is attached as Exhibit K. A Litigating Special District or Later Litigating Special District will decide whether to become a Participating Special District for both this Agreement and the Teva Global Opioid Settlement Agreement, or neither. However, if Teva enters bankruptcy prior to the Effective Date, a Litigating Special District or Later Litigating Special District can choose to only join this Agreement. Except for trials begun before the Initial Participation Date, a Litigating Special District or a Later Litigating Special District may not become a Participating Special District after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.

L. *Initial Participating Special Districts*. A Special District qualifies as an Initial Participating Special District if it meets the applicable requirements for becoming a Participating Special District set forth in subsections IX.J or IX.K by the Initial Participation Date. Provided however, all Special District Settlement Participation Forms shall be held by the Implementation Administrator until Allergan provides the notice in subsection X.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective.

M. *Later Participating Special Districts*. A Special District that is not an Initial Participating Special District may become a Later Participating Special District by meeting the applicable requirements for becoming a Participating Special District after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VIII.E or VIII.F. or any agreement reached by the applicable Settling State with Initial Participating Special Districts. The following provisions govern what a Later Participating Special District can receive (but do not apply to Initial Participating Special Districts):

1. Except for the Initial Year Payment, a Later Participating Special District shall not receive any share of any Base or Incentive Payments paid to the Subdivision Fund that were due before it became a Participating Special District.

2. A Later Participating Special District that becomes a Participating Special District after Initial Participation Date but before June 15, 2023 shall receive 75% of the share of the Initial Year Payment that it would have received had it become an Initial Participating Special District (unless the Later Participating Special District is subject to subsections IX.M.3 or IX.M.4 below). A Later Participating Special

District that becomes a Participating Special District after June 15, 2023 shall receive no share of the Initial Year Payment.

3. A Later Participating Special District that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Special District (other than a consensual dismissal with prejudice) shall receive 50% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Special District prior to such judgment; *provided, however*, that if the Special District appeals the judgment and the judgment is affirmed with finality before the Special District becomes a Participating Special District, the Special District shall not receive any share of any Base Payments or Incentive Payments.

4. A Later Participating Special District that becomes a Participating Special District while a Bar or Case-Specific Resolution involving a different Special District exists in its State shall receive 25% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Special District without such Bar or Case-Specific Resolution.

X. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed With Settlement.* Allergan will determine on or before the Reference Date whether there has been a sufficient resolution of the Claims of the Subdivisions and Special Districts in the Settling States (through participation under Section IX, Case-Specific Resolution(s), and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Allergan, in good faith, and may be based on any criteria or factors deemed relevant by Allergan.

B. *Notice by Allergan*. On or before the Reference Date, Allergan shall inform the Settling States and MDL Plaintiffs' Executive Committee of its determination pursuant to subsection X.A. If Allergan determines to proceed, the Parties will proceed to file the Consent Judgments. If Allergan determines not to proceed, this Agreement will have no further effect and all releases (including those given by Participating Subdivisions and Participating Special Districts) and other commitments or obligations contained herein will be void and Settlement Participation Forms returned to the Subdivision or Special District or destroyed to the extent not prohibited by then existing legal obligations or document holds.

XI. Potential Payment Adjustments

A. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) days prior to the scheduled start of a trial involving a Released Claim, and is resolved with

finality on terms requiring payment by the Released Entity, Allergan shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive A payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G.

B. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.*

1. If Allergan made a payment as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and that Bar, Settlement Class Resolution, or Case-Specific Resolution is subject to a Revocation Event, Allergan shall receive a dollar-for-dollar offset against its obligation to make remaining payments that would be apportioned to that State or Participating Subdivisions or Participating Special Districts listed on Exhibit G. This offset will be calculated as the dollar amount difference between (1) the total amount of Incentive Payments paid by Allergan during the time the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect, and (2) the total amount of Incentive Payments that would have been due from Allergan during that time without the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event being in effect. The amount of Incentive Payments that would have been due, referenced in (2) above, will be calculated based on considering any Subdivision or Special District that provides a release within one hundred eighty (180) days after the Revocation Event as having been a Participating Subdivision or Participating Special District (in addition to all other Participating Subdivisions and Participating Special Districts) during the time that the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect. If a Revocation Event causes a Settling State to no longer qualify for one or both parts of Incentive D, the Settling State and its Exhibit G participants shall return to Allergan all relevant payments made under Incentive D through offsets as set forth above.

2. Notwithstanding anything to the contrary in paragraph 1 above, if a Bar or Case-Specific Resolution is reinstated by the Settling State, either through the same or different means as the initial Bar or Case-Specific Resolution, Allergan's right to an offset is extinguished and any amounts withheld to offset amounts paid on account of the revoked, rescinded, reversed, or overruled Bar or Case-Specific Resolution shall be returned to the Settling State, less and except any Incentive Payments that would have been paid during the period in which the Bar or Case-Specific Resolution was revoked, rescinded, reversed, or overruled.

XII. Additional Restitution Amount

A. *Additional Restitution Amount*. Allergan shall pay an Additional Restitution Amount to each Settling State listed in Exhibit N in the amount and on the schedule set forth in Exhibit M. The maximum Additional Restitution Amount of $16,192,680.76 shall be reduced by the allocation set forth on Exhibit N for any Non-Settling States listed on Exhibit N. The Settlement Fund Administrator shall allocate such funds among and within the Settling

States listed in Exhibit N at the same time as its allocation of Annual Payments pursuant to Section VII.B.

B. Additional Restitution Amount funds shall not be subject to allocation as provided in Sections VIII.D through VIII.F

XIII. Plaintiffs' Attorneys' Fees and Costs

A. Attorneys' fees and costs are addressed in the following exhibits and are incorporated herein by reference:

1. The State Outside Counsel Fee Fund is addressed in Exhibit U.

2. The State Cost Fund is addressed in Exhibit S.

3. The Attorney Fee and Cost Fund is addressed and the Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R.

XIV. Enforcement and Dispute Resolution

A. *Enforceability*. The terms of the Agreement and Consent Judgment applicable to or in a Settling State will be enforceable solely by that Settling State and Allergan. Settling States or Participating Subdivisions shall not have enforcement rights with respect either to the terms of this Agreement that apply only to or in other States or to any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Allergan with respect to the Agreement or any Consent Judgment except as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section VII; *provided, however*, that each Settling State shall allow Participating Subdivisions in that State to notify it of any perceived violations of the Agreement or Consent Judgment.

B. *Consent to Jurisdiction and Service of Process*. Allergan consents to the jurisdiction of the Court in which the Consent Judgment is filed, and any appellate court thereof, limited to resolution of disputes identified in subsection XIV.G.2; for a civil action for any appropriate relief to enforce compliance with the Parties' Agreement for Injunctive Relief pursuant to Exhibit P, Section K.5 herein; and for any proceedings for or related to the enforcement or collection of any payments on the Consent Judgment for resolution in the Court in which the Consent Judgment is filed. Allergan further agrees any service of process or notice required for such action or proceeding may be effectuated on Allergan through delivery of all required papers by hand or by a nationally recognized private courier on Allergan's representatives identified in Section XVI.P herein. To be clear, for the purposes of this Agreement only, Allergan consents to personal jurisdiction before such courts, and will not contend service must be effectuated through personal service of the Hague Convention process.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms in Exhibit P shall be resolved as provided therein and pursuant to Section VIII.E.3 herein.

2. In the event Allergan believes the 85% threshold established in subsection VIII.B is not being satisfied, any Party may request that Allergan and the Enforcement Committee meet and confer regarding the use of funds under subsection VIII.B. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning subsection VIII.B shall: (i) be limited to Allergan seeking to reduce its Annual Payments by no more than 5% of the difference between the actual amount of Opioid Remediation and the 85% threshold established in subsection VIII.B; (ii) only reduce Annual Payments to those Settling States and its Participating Subdivisions that are below the 85% threshold established in subsection VIII.B; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Participating Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to the Agreement or any Consent Judgment except: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that: (a) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (b) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to subsection VIII.F.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that the uses of Abatement Accounts Fund monies by Participating Subdivisions listed on Exhibit G were not for uses similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change, or alter any other existing rights under law.

E. *Enforcement Committee Actions to Enforce Agreement.*

1. The Parties agree that in the event of any failure by Allergan to make any required payments under this Agreement, the Enforcement Committee, on its own or through its designee such as a Settling State or Participating Subdivision acting by its authorization and on its behalf, shall have the ability and right to file an action or proceeding in any New York state court, or federal court of the United States of

America, sitting in New York, for or related to the enforcement or collection of such payments.

2. If any National Dispute involving a Settling State, Participating Subdivision, and/or Allergan is pending before a National Arbitration Panel concerning a given year's payment to all Settling States, any action or proceeding pursuant to this subsection XIV.E shall be stayed as to any disputed amounts only, but may proceed as to any and all undisputed amounts. In the event there is a dispute between the Parties as to the disputed amounts at issue, the Enforcement Committee or any party to that dispute may seek an expedited determination from the National Arbitration Panel for that proceeding as to the disputed and undisputed amounts.

3. The Parties further Agree that in the event of Allergan's breach of the Parties' Agreement for Injunctive Relief (Exhibit P attached hereto), the Enforcement Committee, on its own or through a single designee such as a Settling State shall have the ability and right to file a civil action pursuant to Exhibit P, after completing the processes laid out in Exhibit P, in any New York state court, or federal court of the United States of America, sitting in New York, seeking any appropriate relief to enforce compliance with such Agreement for Injunctive Relief.

4. Allergan and other Released Entities consent to the jurisdiction of the New York state court, or federal court of the United States of America, sitting in New York, and any appellate court from any thereof, in which any action or proceeding is initiated pursuant to this subsection XIV.E, and for enforcement or collection of any related judgment entered by such court. Allergan further agrees any service of process or notice required for such action or proceeding, including for any action or proceeding for enforcement or collection of any judgment entered thereon, may be effectuated on Allergan through delivery of all required papers by hand or by a nationally recognized private courier on Allergan's representatives identified in Section XVI.P herein. For the purposes of this Agreement only, Allergan consents to personal jurisdiction before such courts and will not contend service must be effectuated through personal service or the Hague Convention process.

5. The enforcement rights under this subsection XIV.E are in addition to, and not in lieu of, any other enforcement and collection rights of the Parties herein, including but not limited to enforcement rights as to payments as allowed by subsection XV.A.

F. *Subdivision Payment Enforcement.* A Participating Subdivision shall have the same right as a Settling State pursuant to subsection XIV.G.4.a(iv) to seek resolution of any failure by Allergan to make its required Base Payments and/or Incentive Payments in a Payment Year.

G. *Other Dispute Resolution Terms.*

1. Except as provided in subsection VIII.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute prior to any filing or

presentation to the Court or National Arbitration Panel. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this Section XIV to resolve the dispute.

2. Except as provided in subsections XIV.C and XIV.G.4, disputes not resolved informally shall be resolved in either the Court that entered the relevant Consent Judgment or, if no Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of state government is located. State court proceedings shall be governed by the rules and procedures of the forum. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

   a. disputes concerning whether expenditures qualify for Opioid Remediation;

   b. disputes between a Settling State and Participating Subdivisions located in such Settling State as provided by subsection XIV.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

   c. whether this Agreement and relevant Consent Judgment are binding under state law;

   d. the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release Claims;

   e. whether the requirements of a Bar, a Case-Specific Resolution, State-Specific Finality, Later Litigating Subdivision, Litigating Subdivision, or a Threshold Motion have been met; and

   f. all other disputes not specifically identified in subsections XIV.C and XIV.G.4.

3. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an amicus curiae brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

4. National Disputes involving a Settling State, Participating Subdivision, and/or Allergan shall be resolved by a National Arbitration Panel.

a. "*National Disputes*" are disputes that are exceptions to subsection XIV.G.2's presumption of resolution in state courts because they involve issues of interpretation of Agreement terms applicable to all Settling States without reference to a particular State's law. Disputes between a State and any Participating Subdivisions shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States;

(ii) issues involving the scope and definition of "Product";

(iii) interpretation and application of the terms "Covered Conduct" and "Released Entities";

(iv) disputes over a given year's Annual Payment or the payment of the Additional Restitution Amount to all Settling States (for the avoidance of doubt, disputes between a Settling State and Allergan over the amounts owed to only that State shall not be considered National Disputes);

(v) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(vi) disputes involving liability of successor entities;

(vii) disputes that require a determination of sufficient Subdivision and Special District participation to qualify for Incentives A, B, C, or D,;

(viii) disputes that require interpretation of Agreement terms (i) that concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under State law; and

(ix) any dispute subject to resolution under subsection XIV.G.2 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this subsection XIV.G.4.

b. The "*National Arbitration Panel*" shall be comprised of three (3) neutral arbitrators. One (1) arbitrator shall be chosen by Allergan, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

(i) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) days of filing, and in no event shall it take longer than one (1) year.

(ii) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the parties.

(iii) To the extent allowed under state law, a Settling State, Participating Subdivision, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

(iv) The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, Participating Subdivision, or Allergan on a state law issue.

(v) The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Allergan, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Allergan whose resolution could prejudice the rights of a Participating Subdivision(s) or Participating Special District(s) in that Settling State, such Participating Subdivision(s) or Participating Special District(s) shall be allowed to file a statement of view in the proceeding.

c. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

d. Each party shall bear its own costs in any arbitration or court proceeding arising under this subsection XIV.G. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between Allergan and Settling States/Participating Subdivisions shall be split 50% by Allergan and 50% by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split 50% by the Settling State and 50% by any Participating Subdivisions that are party to the dispute.

5. Prior to initiating an action to enforce pursuant to this subsection XIV.G, the complaining party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

6. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of subsections XIV.G.2 or XIV.G.4, a committee comprising the Enforcement Committee and sufficient representatives of Allergan such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for determining where the dispute shall be heard, and the committee's identification of such forum shall not be entitled to deference by the forum selected.

H. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Allergan reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

XV. Judgment and Settlement Set-Off Related to Teva

A. The Parties recognize that some of the Settling States, Participating Subdivisions, and Participating Special Districts are pursuing Claims against Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates. If any of them achieves a judgment by verdict, judicial decision, or means other than settlement against any of Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates, each plaintiff listed above shall represent and agree that any payment(s) that the Settling States, Participating Subdivisions, and Participating Special Districts or their counsel receives from Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates

reflects the amount over and above 56% of the amount they or their counsel received from the Global Settlement Amount due under this Agreement that each and all of them deem to reflect a fair overall settlement value for liability attributable to the generic opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and/or other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016.

B. The Settling States, Participating Subdivisions, and Participating Special Districts may reach a settlement agreement with Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates that resolves some or all of their respective Claims. In that event, the Releasors represent and agree that any payment(s) that the Settling States, Participating Subdivisions, and Participating Special Districts or their counsel receives from Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates reflects the amount over and above 56% of the amount they or they counsel received from the Global Settlement Amount due under this Agreement that each and all of them deem to reflect a fair overall settlement value for liability attributable to the generic opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and/or other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016. In any such settlement agreement with Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates, the Settling States, Participating Subdivisions, and Participating Special Districts agree that the agreed settlement amount reflects the value the parties to the agreement deem a fair settlement value over and above the payments made or due to be paid under the Allergan Public Global Opioid Settlement Agreement for generic opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or relate to the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016.

XVI. Miscellaneous

A. *No Admission.* Allergan does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Allergan.

B. *Population of Subdivisions*. The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

C. *Population of Special Districts*. For any purpose in this Agreement in which the population of a Special District is used: (a) School Districts' population will be measured by the

number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at 25% of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at 10% of the population served.

D. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at 20% of the capacity of the jail(s) operated by the sheriff.

E. *Most-Favored-Nation Provision*.

1. If Allergan enters into any settlement agreement with any Non-Settling State after November 23, 2022 that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State on a net present value basis (calculated with a 7% discount rate) on overall payment terms the Non-Settling State would have received under this Agreement based on the same level of participation, then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XVI.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that the Settling State(s) may obtain, with respect to Allergan, overall payment terms at least as favorable as those obtained by such Non-Settling State. "*Overall payment terms*" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims, Allergan shall provide the Enforcement Committee with a copy of the settlement agreement or relevant Consent Judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by Allergan with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the considerations set forth in Section XVI.E.1, the Settling State(s) and Allergan shall engage in the following process:

    a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or Consent Judgment is provided to the Enforcement Committee, to Allergan of its intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the Settling State's belief that it is entitled to a revision of the Agreement.

b. Allergan shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Allergan do not reach agreement as to the application of Section XVI.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XVI.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section XIV.G.4.

d. The Settling State(s) and Allergan shall be bound by the determination of the National Arbitration Panel.

4. This Section XVI.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with Allergan that is entered into: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial between Allergan and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Allergan jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) with a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) the earlier of (i) after a Non-Settling State has obtained any court order or judicial determination that grants judgment (in whole or in part) against Allergan in the Non-Settling State's case, (ii) after a sanctions ruling against Allergan in the Non-Settling State's case against Allergan; or (iii) after any ruling has issued in the Non-Settling State's case against any manufacturer, distributor, or pharmacy on the issue of joint and several liability. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.

5. This Section does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Allergan and (a) federally-recognized tribe(s),(b) Non-Participating Subdivisions or (3) Non-Participating Special Districts. This Section XVI.E will not apply to any agreement entered into more than six (6) months after the Reference Date.

F. *Tax Reporting and Cooperation*.

1. The Parties agree that, unless otherwise required by law, Allergan's payment of the Compensatory Restitution Amount (after all applicable offsets) payable by Allergan shall be directed to Opioid Remediation for restitution of Alleged Harms allegedly caused by Allergan. By executing this Agreement (or the Settlement

Participation Form and thereby becoming a signatory to this Agreement), each Settling State, Participating Subdivision, and Participating Special District certify that: (1) the entity suffered Alleged Harms allegedly caused by Allergan; (2) the Compensatory Restitution Amount to be paid by Allergan to the entity represent an amount that is less than or equal to the actual monetary damage allegedly caused by Allergan; and (3) the entity shall use such payments for the sole purpose of Opioid Remediation.

2. Upon request by Allergan, the Settling States, Participating Subdivisions, and Participating Special Districts agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Allergan to establish the statements set forth in subsection VIII.G to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

3. Without limiting the generality of subsection XVI.F, each Settling State, Participating Subdivision, and Participating Special District shall cooperate in good faith with Allergan with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

4. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official").

5. Neither Allergan nor the Settling States, Participating Subdivisions, and Participating Special Districts make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation*. Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction*. None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation*. Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement*. This Agreement, its exhibits and any other attachments, including the attorneys' fees and cost agreement in Exhibit R, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution*. This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry*. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any Claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.

O. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement or in any litigation or arbitration concerning Allergan's right to coverage under an insurance contract.

P. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

1. For the Attorney(s) General:

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

Tom Miller, Attorney General
Office of the Attorney General of Iowa
Attn: Nathan Blake
1305 E. Walnut St.
Des Moines, IA 50319

Jonathan Skrmetti, Attorney General
Office of the Tennessee Attorney General
Attn: Michael Leftwich
P.O. Box 20207
Nashville, TN, 37202-0207

2. For the Plaintiffs' Executive Committee:

Paul F. Farrell
Farrell Law
P.O. Box 1180
Huntington, WV 25714-1180

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Peter Mougey

Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502
pmougey@levinlaw.com

Paul J. Geller
Robbins Geller Rudman & Dowd LLP
120 East Palmetto Park Road
Boca Raton, FL 33432
PGeller@rgrdlaw.com

Steven Skikos
Skikos, Crawford, Skikos & Joseph, LLC
One Sansom Street, Suite 2830
San Francisco, CA 94104
sskikos@skikos.com

3. For Allergan:

Office of General Counsel
One North Waukegan Road
North Chicago, IL 60064

Copy to Allergan's attorneys at:

James F. Hurst, P.C.
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
james.hurst@kirkland.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

Q. *No Waiver*. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

R. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

S. *Successors*

1. The Agreement shall be binding upon, and insure to the benefit of, Allergan and its respective successors and assigns.

2. Prior to Allergan's last Payment Date, Allergan shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Allergan's obligations under this Agreement.

3. Prior to Allergan's last Payment Date, Allergan shall not in one (1) transaction, or a series of related transactions, sell, or transfer assets (other than sales or transfers of inventories, or sales or transfers to an entity owed directly or indirectly by Allergan) having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Allergan where the sale or transfer transaction is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Allergan's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction. The above restriction shall not apply if Allergan obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of Allergan's remaining Payment Obligations under this Agreement equal to the percentage of Allergan's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with the United States generally accepted accounting principles and as of the date of Allergan's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XVI.S.3 shall be enforceable solely by the Enforcement Committee, and any objection under this Section X.VI.S.3 not raised within twenty (20) calendar days from the date that Allergan transmits notice of the transaction to the Enforcement Committee is waived. Any dispute under this Section XVI.S.3 shall be a National Dispute as described in Section XIV.G and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

T. *Modification, Amendment, Alteration*. After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Allergan along with the signatures of at least thirty-seven (37) of those then-serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to subsection VIII.F.2, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment, or alteration of this Agreement including at least one Participating Subdivision-appointed member; or (2) in States without any advisory committee, that 50.1% of the Participating Subdivisions by population expressed approval of the modification, amendment, or alteration of this Agreement in writing. Provided, however, in the event the modification, amendment, or alteration relates to injunctive relief, interstate allocation between the Settling States, intrastate allocation in a particular Settling State, or fees or costs of Settling States and Participating Subdivisions, then every Settling

State and each Participating Subdivision affected by that modification, amendment, or alteration must assent in writing. Provided further that, in the event the modification, amendment, or alteration relates to injunctive relief, then such amendment, modification, or alteration of injunctive relief against Allergan will not be effective unless and until any Consent Judgment is modified by a court of competent jurisdiction, except as otherwise provided by the Injunctive Terms.

U. *Termination.*

1. Unless otherwise agreed to by Allergan and the Settling State in question, this Agreement and all of its terms (except subsection XVI.O and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

    a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or

    b. This Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

2. If this Agreement is terminated with respect to a Settling State and its Participating Subdivisions for whatever reason pursuant to subsection XVI.U.1, then:

    a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Allergan and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

    b. Allergan and the Settling State and its Participating Subdivisions in question shall jointly move the relevant court of competent jurisdiction for an order

reinstating the actions and Claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Allergan and the Settling State and its Participating Subdivisions in question shall be in the same position with respect to those actions and Claims as they were at the time the action or Claim was stayed or dismissed.

3. Unless Allergan and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of Annual Payment 6, *provided* that Allergan has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Agreement, all releases under this Agreement will remain effective despite any termination under this paragraph.

V. *Waiver*. Allergan, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims or Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor or divisive mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims or Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until such time as all of Allergan's payment obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Allergan's payment obligations hereunder are satisfied in full, Allergan's rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims or Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

W. *Governing Law*. Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Allergan or against which Allergan is seeking enforcement.

Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA
RESOLUTION # 1670
March __, 2023

A RESOLUTION TO APPROVE PARTICIPATION IN TEVA SETTLEMENT AGREEMENT

WHEREAS, pharmaceutical opioids have harmed the City of Bethany, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical supply chain participants, including Teva Pharmaceutical Industries, Ltd. ("Teva").

WHEREAS, the City of Bethany, Oklahoma filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Teva has agreed to settle the claims of the State of Oklahoma and certain Oklahoma subdivisions in the Teva Settlement Agreement dated November 22, 2022.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma hereby elects to participate, and hereby approves its participation in, the Teva Settlement Agreement, authorizes the Mayor, or the Mayor's designee, to execute the Subdivision Participation and Release Form contained in the Teva Settlement Agreement as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including dismissal with prejudice of the City of Bethany's claims against Teva.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Teva Settlement Agreement, and other agreements related to the Teva Settlement Agreement, for the benefit of the City of Bethany, Oklahoma, including executing any documents required to finalize the participation of the City of Bethany, Oklahoma in the Teva Settlement Agreement.

The City of Bethany, Oklahoma adopted the above Resolution on the _____ day of _____, 2023.

CITY OF BETHANY, OKLAHOMA:

_____
Mayor

Dated this ____ day of _____, 2023.

ATTEST:

_____
City Clerk

TEVA GLOBAL OPIOID SETTLEMENT AGREEMENT

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TEVA GLOBAL OPIOID SETTLEMENT AGREEMENT

Whereas, the Settling States, Participating Subdivisions, Participating Special Districts, and Teva (as those terms are defined below) share a common desire to resolve disputes between them relating to opioid medications according to the terms set out in this agreement dated as of November 22, 2022 (the "*Agreement*");

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts agree and understand that upon satisfaction of the conditions set forth in Sections II and XI, this Agreement will be binding on the Settling States, Teva, Participating Subdivisions, and Participating Special Districts;

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts agree and understand that this Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section III;

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts agree and understand that they shall at all times act in good faith to implement and execute their obligations under this Agreement and shall not act in any way to purposefully frustrate the right of any party to receive the benefits due under the Agreement;

Whereas, it is recognized that Naloxone Hydrochloride Nasal Spray is a medication that counteracts the life-threatening effects of opioid overdose and significantly reduces opioid-overdose mortality;

Whereas, the Parties, Participating Subdivisions, and Participating Special Districts to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, Participating Subdivisions, and Participating Special Districts by and through their respective counsel, as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. "*Abatement Accounts Fund*" means a component of the Settlement Fund described in subsection VIII.F.

2. "*Actavis Generic Entities*" means Actavis LLC (f/k/a Actavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc.

3. "*Additional Restitution Amount*" means the amount available to Settling States listed in Exhibit M-3 of $28,669,762.00.

4. "*Agreement*" means this Teva Global Opioid Agreement, inclusive of all exhibits.

5. "*Alleged Harms*" means the alleged past, present, and future financial or societal and related expenditures arising out of the alleged misuse and abuse of opioid products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Teva.

6. "*Allergan*" means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a/ Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc).

7. "*Allergan Global Opioid Settlement Agreement*" means the settlement agreement between and among States, Participating Subdivisions, Participating Special Districts, and Allergan to resolve opioid-related Claims against Allergan and other released entities (as defined therein).

8. "*Allocation Statute*" means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions and/or its Special Districts. In addition to modifying the allocation, as set forth in subsection VIII.E.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditure of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

9. "*Annual Payment*" means the total amount of the Net Abatement Amount payable into the Settlement Fund by Teva on each Payment Date (including the Initial Year Payment), as calculated by the Settlement Fund Administrator pursuant to subsection VII.B.4 or agreed to pursuant to subsection VII.B.5, which shall not exceed the maximum payment for any given year as set forth in Exhibit M-1. This term does not include the Additional Restitution Amount, the Settlement Product Cash Conversion Amount, or amounts paid pursuant to Section XIV.

10. "*Appropriate Official*" means the official defined in subsection XVI.F.3.

11. "*Attorney Fee and Cost Payment*" means the total amount of the Global Settlement Attorney Fee Amount payable by Teva on the Payment Date of each year into the (1) Attorney Fee and Cost Fund, described in Exhibit R, (2) the State Cost Fund described in Exhibit S, and (3) the State Outside Counsel Fee Fund described in Exhibit T, for attorneys' fees, expenses, and costs of the Settling States, and Participating Subdivisions.

12. "*Attorney Fee and Cost Fund*" means an account consisting of $331,295,027.54 to pay attorneys' fees and costs of Litigating Subdivisions that become Participating Subdivisions and the MDL Expense Fund amounts pursuant to the agreement on attorneys' fees and costs attached as Exhibit R.

13. "*Bar*" means either (1) a ruling by the highest court of the State, or the intermediate court of appeals when not subject to further review by the highest court of the State in a State with a single intermediate court of appeals, setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Teva incurred under the Agreement) shall not constitute a Bar.

14. "*Base Payment*" means the payments made pursuant to subsection VII.D.

15. "*Case-Specific Resolution*" means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct Bar or through a grant of authority to release claims and that authority is exercised in full) or (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Teva incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.

16. "*Claim*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines,

penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

17. "*Claim Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

18. "*Compensatory Restitution Amount*" means the aggregate amount of payments by Teva hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to subsection VIII.C as being used to pay attorneys' fees and investigation costs or litigation costs, plus the actual aggregate cost of Settlement Product provided to the Settling States by Teva.

19. "*Consent Judgment*" means a state-specific consent judgment, the general terms of which shall be agreed by the Settling States and Teva prior to the Reference Date and shall include (1) approval of this Agreement and (2) the release set forth in Section V, including the full and final resolution of any Released Claims that the Settling State has brought against Released Entities.

20. "*Court*" means the respective court for each Settling State to which the Agreement and the Consent Judgment are presented for approval and/or entry as to that Settling State, or the Northern District of Ohio for purposes of administering the Attorney Fee and Cost Fund and any related fee and cost agreements.

21. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Reference Date of this Agreement (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity) arising from or relating in any way to (a) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded or branded promotion, marketing, or advertising, unbranded information, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product or class of Products; (c) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product or class of Products; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing,

packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product. The foregoing is not intended to apply to claims alleging contamination of products.

22. "*Covered Special District*" means a Special District that is (1) a school district with K-12 student enrollment of at least 25,000 or 0.12% of a State's population, whichever is greater; (2) a fire district that covers a population of 25,000, or 0.20% of a State's population if a State's population is greater than 18 million (though, if a fire district's population is not easily calculable from state data sources and agreed to between the State and Teva, it is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties); or (3) a healthcare district or hospital district with at least 125 hospital beds in one or more hospitals rendering services in that district.

23. "*Designated State*" means New York.

24. "*Effective Date*" means the date sixty (60) days after the Reference Date.

25. "*Eligible State*" means a State that is not a Prior Settling State and is thus eligible to participate in this Agreement and become a Settling State.

26. "*Enforcement Committee*" means a committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to subsection XVI.P shall be provided when there are changes in membership or contact information.

27. "*Exhibit G Participant"* means a Participating Subdivision or Participating Special District that appears in Exhibit G at the relevant point in time. Nothing about the use of the term Exhibit G Participant changes the ability to amend the list of entities listed on Exhibit G pursuant to this Agreement.

28. "*Force Majeure Event*" means any event reasonably beyond the control of Teva that prevents Teva from manufacturing or distributing Settlement Product, including wars, hostilities, revolution, riots, civil commotion, national emergency, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, terrorist act, embargo, or any act of God, or any law, regulation, ordinance, or other act or order of any court or governmental authority.

29. "*Global Settlement Abatement Amount*" means the total abatement amount of $3,611,561,762.00. (This figure does not reflect the application of the Prior Settlements Credit or potential offsets. It also does not include amounts paid to the Additional Restitution Amount, which may be used for abatement.)

30. "*Global Settlement Amount*" means $4,246,567,371.76 and consists of the Global Settlement Abatement Amount, the Global Settlement Attorney Fee Amount, the Additional Restitution Amount, and the Settlement Product Cash Conversion Amount.

31. "*Global Settlement Attorney Fee Amount*" means $366,335,847.76, which consists of the Attorney Fee and Cost Fund, the State Outside Counsel Fee Fund, and the State Cost Fund.

32. "*Implementation Administrator*" means the vendor agreed to by the Parties and retained by Teva and Allergan to provide notice pursuant to subsection X.A and to manage the initial joinder period for Subdivisions and Special Districts, including the issuance and receipt of Settlement Participation Forms.

33. "*Implementation Costs*" means the costs for the Implementation Administrator, which shall be paid for pursuant to subsection VI.C.

34. "*Incentive A*" means the incentive payment described in subsection VII.E.5.

35. "*Incentive B*" means the incentive payment described in subsection VII.E.6.

36. "*Incentive C*" means the incentive payment described in subsection VII.E.7.

37. "*Incentive D*" means the incentive payment described in subsection VII.E.8.

38. "*Incentive Payment*" means the payments made pursuant to subsection VII.E.

39. "*Initial Participating Special District*" means a Special District that meets the requirements set forth in subsection X.L.

40. "*Initial Participating Subdivision*" means a Subdivision that meets the requirements set forth in subsection X.D.

41. "*Initial Participation Date*" means the date ninety (90) days after the Preliminary Agreement Date, unless it is extended by written agreement of Teva and the Enforcement Committee.

42. "*Initial Year Payment*" means the first Annual Payment of the Net Abatement Amount payable into the Settlement Fund by Teva on the Payment Date as calculated by the Settlement Fund Administrator pursuant to subsection VII.B.4 or agreed to pursuant to subsection VII.B.5, which shall not exceed the maximum payment for the Initial Year Payment as set forth in Exhibit M-1.

43. "*Injunctive Relief Terms*" means the terms described in Section IV and set forth in Exhibit P.

44. "*Later Litigating Special District*" means a Special District (or Special District official asserting the right of or for the Special District to recover for Alleged Harms to the Special District and/or the people thereof) that is not a Litigating Special

District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a Claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Special District whose Claims were resolved by a Bar or Case-Specific Resolution, which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay, removal or dismissal with prejudice.

45. "*Later Litigating Subdivision*" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a Claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Subdivision whose Claims were resolved by a Bar or Case-Specific Resolution, which is later revoked following the execution date of this Agreement, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay, removal, or dismissal with prejudice.

46. "*Later Participating Special District*" means a Participating Special District that meets the requirements of subsection X.M but is not an Initial Participating Special District.

47. "*Later Participating Subdivision*" means a Participating Subdivision that meets the requirements of subsection X.E but is not an Initial Participating Subdivision.

48. "*Litigating Special District*" means a Special District (or Special District official asserting the right of or for the Special District to recover for Alleged Harms to the Special District and/or the people thereof) that brought any Released Claims against any Released Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. Exhibit C includes an agreed list of the Litigating Special Districts. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Effective Date.

49. "*Litigating Subdivision*" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that brought any Released Claims against any Released Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. A Prior Settling Subdivision shall not be considered a Litigating Subdivision. Exhibit C includes an agreed list of the Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Effective Date.

50. "*National Arbitration Panel*" means the panel described in subsection XV.G.4.

51. "*National Disputes*" means the disputes described in subsection XV.G.4.a.

52. "*Net Abatement Amount*" means $2,945,529,111.00, which is the Global Settlement Abatement Amount adjusted for the Prior Settlements Credit pursuant to subsection VII.C.2.

53. "*Non-Litigating Covered Special District*" means a Covered Special District that is not a Litigating Special District.

54. "*Non-Litigating Special District"* means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.

55. "*Non-Litigating Subdivision*" means a Subdivision that is not (1) a Litigating Subdivision, (2) a Later Litigating Subdivision, or (3) a Prior Settling Subdivision.

56. "*Non-Participating Special District*" means a Special District that is not a Participating Special District.

57. "*Non-Participating Subdivision*" means a Subdivision that is not a Participating Subdivision. For the avoidance of doubt, Non-Participating Subdivision also includes Prior Settling Subdivisions.

58. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

59. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

60. "*Non-Released Entity*" means an entity that is not a Released Entity.

61. "*Non-Settling State*" means a State that is an Eligible State but not a Settling State.

62. "*Opioid Remediation*" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

63. "*Participating Special District*" means a Special District that signs the Settlement Participation Form annexed hereto as Exhibit K and meets the requirements for becoming a Participating Special District under Section X. Participating Special Districts include both Initial Participating Special Districts and Later Participating Special Districts.

64. "*Participating Subdivision*" means a Subdivision that signs a Settlement Participation Form annexed hereto as Exhibit K and meets requirements for

becoming a Participating Subdivision under Section X. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

65. "*Parties*" means Teva and the Settling States (each, a "*Party*").

66. "*Payment Date*" means the date on which Teva makes its Annual Payments (including its Initial Year Payment), Additional Restitution Payments, Settlement Product Cash Conversion Amount, and Attorney Fee and Cost Payments, pursuant to Section VII and XIII and Exhibit M. The first Payment Date is thirty (30) days after the Effective Date. The second Payment Date is July 15, 2024. The Payment Date is July 15 in all subsequent years.

67. "*Payment Year*" means the calendar year during which the applicable Annual Payment is due pursuant to subsection VII.B. Payment Year 1 is 2023, Payment Year 2 is 2024 and so forth. References to payment "for a Payment Year" mean the Annual Payment due that year. References to eligibility "for a Payment Year" mean eligibility in connection with the Annual Payment due during that year.

68. "*Preliminary Agreement Date*" means the date on which Teva gives notice to the Settling States and MDL Plaintiffs' Executive Committee of its determination that a sufficient number of States have agreed to be Settling States to proceed with notice pursuant to subsection X.A. This date shall be no more than fourteen (14) days after the end of the notice period to States (as set forth in subsection II.A) unless it is extended by written agreement of Teva and the Enforcement Committee.

69. "*Primary Subdivision*" means a Subdivision that has a population of 30,000 or more. A list of Primary Subdivisions in each State is provided in Exhibit I, and such list shall be updated if any Primary Subdivision is inadvertently missed or included.

70. *"Prior Settlements Credit"* means the credit of $666,032,651.00, reflecting that the allocations for Prior Settling States and Prior Settling Subdivisions for Claims related to the Covered Conduct against Teva and/or other Released Entities were or will be separately settled. The credit is applied pursuant to subsection VI.A.1.

71. *"Prior Settling State"* means Florida, Louisiana, Rhode Island, Texas, and West Virginia and all Subdivisions and Special Districts within those States, and Oklahoma,[1] whose Claims were released as part of those States' settlements

72. *"Prior Settling Subdivision"* means the City and County of San Francisco, California, Cuyahoga County, Ohio, and Summit County, Ohio.

73. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any

[1] Claims of Oklahoma Subdivisions and Special Districts were not released as part of Teva's settlement with Oklahoma and therefore have the opportunity to participate. Terms related to Oklahoma Subdivisions and Special Districts are to be addressed in Exhibit H, which shall be prepared by Teva and presented to the Oklahoma Subdivisions and Special Districts during the notice period to States.

finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "*Product*" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "*Product*" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. "*Product*" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

74. "*Reference Date*" means the date on which Teva is to inform the Settling States and MDL Plaintiffs' Executive Committee of its determination whether there is sufficient resolution of Claims and potential Claims at the Subdivision level to go forward with the settlement. The Reference Date shall be no later than thirty (30) days after the Initial Participation Date, unless it is extended by written agreement of Teva and the Enforcement Committee.

75. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, any of its Subdivisions or Special Districts, or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. "Released Claims" shall be interpreted broadly. This Agreement does not release Claims by private individuals. Claims by private individuals shall be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

76. "*Released Entities*" means Teva; and (1) all of Teva's respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures (but excluding joint venture partners), predecessors, successors and assigns; (2) Teva's

insurers (solely in their role as insurers with respect to the Released Claims); and (3) Teva's past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents and attorneys (for actions that occurred during and related to their work for, or employment with, Teva). Any person or entity described in clauses (2)-(3) shall be a Released Entity solely in the capacity described in such clause. A list of all of the indirect parents, subsidiaries, affiliates and joint ventures released pursuant to clause (1) is attached as Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Teva after the Reference Date is not a Released Entity, regardless of whether they are listed on Exhibit J.

77. "*Releasors*" means (1) each Settling State; (2) each Participating Subdivision; (3) each Participating Special District; and (4) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision and Participating Special District to release Claims, (a) the Settling State's, Participating Subdivision's, and Participating Special District's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, emergency services districts, school districts, healthcare districts, hospital districts, Sheriffs and law enforcement districts, library districts, coroner's offices, and public transportation authorities, and other Special Districts in a Settling State, including those with the regulatory authority to enforce state and federal controlled substances acts or the authority to bring Claims related to Covered Conduct seeking money (including abatement (or remediation and/or restitution)) or revoke a pharmaceutical distribution license, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief, including but not limited to, fines, penalties, or punitive damages, on behalf of or generally applicable to the general public with respect to a Settling State or a Subdivision or Special District in a Settling State, whether or not any of them participate in the Agreement. "Releasors" does not include persons acting in an individual capacity, regardless of the type of relief sought. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, Participating Subdivisions and Participating Special Districts shall also provide a Settlement Participation Form providing for a release to the fullest extent of the Participating Subdivision's and Participating Special District's authority, which is attached as Exhibit K. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Effective Date) the authority set forth in the Representation and Warranty subsection of Section V.

78. "*Revocation Event*" means with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a legislative amendment or a revocation, rescission,

reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims or any other action or event that otherwise deprives the Bar, Settlement Class Resolution or Case-Specific Resolution of force or effect in any material respect.

79. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in a Settling State with respect to a class of Subdivisions and Special Districts in that State that (1) conforms with that Settling State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and has become final as defined in "State-Specific Finality"; (3) is binding on all Non-Participating Subdivisions and Non-Participating Special Districts in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Non-Participating Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Teva other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than 1% of the total population of all of that State's Subdivisions listed in Exhibit G opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.

80. "*Settlement Fund*" means the interest-bearing fund established under the Agreement into which Annual Payments by Teva are made pursuant to Section VII. The Settlement Fund comprises the Abatement Accounts Fund, State Fund, and Subdivision Fund.

81. "*Settlement Fund Administrator*" means the entity that determines the Annual Payments (including calculating Incentive Payments pursuant to Section VI and any amounts subject to offset pursuant to Sections VII.C and XII), and administers and distributes amounts into the Settlement Fund. It shall also administer and distribute the Additional Restitution Amount pursuant to Section XIII. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Parties shall agree to selection and removal processes for and a detailed description of the Settlement Fund Administrator's duties all of which shall be appended to the Agreement as Exhibit L.

82. "*Settlement Fund Administrator Costs*" means any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator with regard to Teva and Allergan's payments to the Settlement Fund as described in Exhibit L and

elsewhere in this Agreement, including those arising from the use of a bank or other financial institution to receive and disburse payments.

83. "*Settlement Fund Escrow*" means the interest-bearing escrow fund established pursuant to this Agreement to hold disputed payments made under this Agreement.

84. "*Settlement Participation Form*" means the form attached as Exhibit K that Participating Subdivisions and Participating Special Districts must execute and provide to Teva and the Implementation Administrator or Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions and Participating Special Districts signatories to this Agreement, (2) include a full and complete release of any and all of such Participating Subdivisions' and Participating Special Districts' Claims and (3) require prompt cessation of litigation activity as set forth in Section III, and request for dismissal with prejudice of any Released Claims that have been filed against Released Entities by any such Participating Subdivisions or Participating Special Districts within fourteen (14) business days after the Reference Date.

85. "*Settlement Payment Schedule*" means the schedule of payments attached to this Agreement as Exhibit M. Actual payment amounts are subject to adjustments consistent with this Agreement.

86. "*Settlement Product*" means finished good kits (two (2) devices per kit) of "Naloxone Hydrochloride Nasal Spray" (4 mg strength) that is listed in Teva's then-current generics catalog, which can be viewed at www.tevagenerics.com, and is provided to the Settling State as part of the settlement, at no cost as set forth in Section IX and Exhibit D.

87. "*Settlement Product Cash Conversion Amount*" means the resulting dollar amount from when a Settling State has elected to convert all or a portion of its Settlement Product allocation into a cash payment pursuant to Section IX and Exhibit D. The aggregate, maximum amount that could be paid from the conversion of Settlement Product into cash is $240,000,000.00.

88. "*Settlement Product Election Form*" means the form a Settling State uses to submit its election of the Settling State's allocation of Settlement Product or cash conversion of Settlement Product pursuant to Section IX and Exhibit D.

89. "*Settling State*" means any Eligible State that has entered into this Agreement.

90. "*Special District*" means (1) formal and legally recognized sub-entities of a State recognized by the U.S. Census Bureau[2] and those listed on Exhibit C, and (2) any person, official, or entity thereof acting in an official capacity. Special Districts do not include sub-entities of a State that provide general governance for a defined

[2] All such entities are found on the "Special District," "School District," and "DEP School District" tabs of the Census Bureau's 2017 Government Units Listing spreadsheet available at https://www2.census.gov/programs-surveys/gus/datasets/2017/govt_units_2017.ZIP.

area that would qualify as a Subdivision. Entities that include any of the following words or phrases in its name shall not be considered a Special District: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

91. "*State*" means any state of the United States of America, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Additionally, the use of non-capitalized "state" to describe something (e.g., "state court") shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (e.g., "territorial court").

92. "*State Allocation Percentage*" means the allocation percentages for Eligible States as set forth in Exhibit F-2, which have been adjusted from the State Global Allocation Percentages to account for the Prior Settlements Credit.

93. "*State Cost Fund*" means the fund totaling $6,371,058.22 and described in Exhibit S.

94. "*State Global Allocation Percentage*" means the allocation percentages for all States as set forth in Exhibit F-1, which represents allocations before the Prior Settlements Credit is applied.

95. "*State Fund*" means a component of the Settlement Fund described in subsection VIII.D.

96. "*State Outside Counsel Fee Fund*" means the fund totaling $28,669,762.00 and described in Exhibit T.

97. "*State-Specific Finality*" means, with respect to the Settling State in question:

    a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Teva, including the release of all Released Claims against Released Entities as provided in this Agreement;

    b. for all lawsuits brought by the Settling State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and

    c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and

such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

98. "*State-Subdivision Agreement*" means an agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to Exhibit G Participants in that State. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise, supplement, or refine a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O or if adopted by statute.

99. "*Statewide Payment Amount"* means the amount from an Annual Payment to be paid to a Settling State, its separate types of funds (if applicable), and its Exhibit G Participants.

100. "*Statutory Trust*" means a trust fund established by state law to receive funds allocated to a State's Abatement Accounts Fund and restrict their expenditure to Opioid Remediation purposes subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one or more of the three Settlement Funds, but this is not required.

101. "*Subdivision*" means (1) a formal and legally recognized sub-entity of a State that provides general governance for a defined area, such as a municipality, county, parish, city, town, incorporated township, village, borough, or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity on behalf of the Subdivision (including, without limitation, district attorneys, county attorneys, city attorneys, Sheriffs, and any other official, employee, or representative). Unless otherwise specified, "Subdivision" includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts.

102. "*Subdivision and Special District Allocation Percentage*" means for Subdivisions and Special Districts in a Settling State that are eligible to receive an allocation from the Subdivision Fund pursuant to subsection VIII.D or subsection VIII.E, the percentage as set forth in Exhibit G. The aggregate Subdivision and Special District Allocation Percentage of all Subdivisions and Special Districts receiving a Subdivision and Special District Allocation Percentage in each State shall equal 100%. Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary

redistribution allowed by subsection VIII.E.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3. The Subdivision and Special District Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to subsection X.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VIII.E.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision or Special District not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

103. "*Subdivision Fund*" means a component of the Settlement Fund described in subsection VIII.D.

104. "*Teva*" means (i) Teva Pharmaceutical Industries Ltd. and (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., the Actavis Generic Entities, and Anda Inc.

105. "*Threshold Motion*" means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal, any applicable Bar or the relevant release by a Settling State, Participating Subdivision, or Participating Special District provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States.* On November 22, 2022, this Agreement shall be distributed to all Eligible States. The Eligible States' Attorneys General shall then have a period of thirty (30) days to decide whether to become Settling States. Eligible States will decide whether to become Settling States for both this Agreement and the Allergan Global Opioid Settlement Agreement, or decline participation in both settlements. If a State is only an Eligible State with respect to one of the Agreements, the State need only decide whether to become a Settling State with respect to the Agreement for which it is an Eligible State. States that determine to become Settling States shall so notify the Enforcement Committee and Teva within thirty (30) days after November 22, 2022, and shall further commit to obtaining any

necessary additional State releases prior to the Effective Date. This notice period for States may be extended by written agreement of Teva and the Enforcement Committee.

B. *Ineligible States.* Non-Settling States and Prior Settling States shall not be eligible for any payments or have any rights in connection with this Agreement, except for Subdivisions and Special Districts within Oklahoma as specified in Exhibit H.

C. *Condition to Preliminary Agreement*. Following the notice period to Eligible States set forth in subsection II.A above, Teva shall determine on or before the Preliminary Agreement Date whether, in its sole discretion enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section X below. The determination to proceed shall be in the sole discretion of Teva and may be based on any criteria or factors deemed relevant by Teva. If Teva determines that this condition has been satisfied, and that notice to the Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee on the Preliminary Agreement Date. If Teva determines that this condition has not been satisfied, it will so notify the Settling States by providing notice to the Enforcement Committee, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void other than Teva's funding of Implementation Costs incurred to date. The Preliminary Agreement Date may be extended by written agreement of Teva and the Enforcement Committee.

D. *Later Joinder by States*. After the Preliminary Agreement Date, an Eligible State may only become a Settling State with the consent of Teva, in its sole discretion. If a State becomes a Settling State more than thirty (30) days after the Preliminary Agreement Date, the Subdivisions and Special Districts in that State that become Participating Subdivisions and Participating Special Districts within ninety (90) days of the State becoming a Settling State shall be considered Initial Participating Subdivisions or Initial Participating Special Districts.

III. Cessation of Litigation Activities

A. Following the Preliminary Agreement Date, if Teva has determined to proceed with notice pursuant to subsection X.A, all Litigating States that intend to become Settling States and that are engaged in or have engaged in discovery and/or substantive motion practice ("*Active Litigation*") against a Released Entity shall make reasonable efforts to immediately cease litigation activity (e.g., written and document discovery, depositions, expert disclosures, and motion practice) against Teva, where feasible, or to minimize litigation activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice. Teva shall cooperate in such efforts. The obligations under this subsection do not extend past the Reference Date if Teva determines it is not going forward with the Agreement. This subsection III.A does not apply to Litigating States with a trial date within six (6) months of the Preliminary Agreement Date, though such Litigating States and Teva shall engage in good faith discussions regarding the potential cessation of litigation activity.

B. Following the execution of the Settlement Participation Form, attached as Exhibit K, indicating its intention to participate in the global settlement, a Litigating Subdivision

or Litigating Special District shall take reasonable steps to immediately cease all litigation activity (e.g., written and document discovery, depositions, expert disclosures, and motion practice) against Teva, where feasible, or minimize litigation activity by means of an agreed upon temporary "stay" of litigation and/or deadline extensions or postponement of litigation activity including depositions, document productions, and motion practice, unless the Litigating Subdivision or Litigating Special District reasonably concludes that it would be prejudiced by doing so. Teva shall cooperate in such efforts. The obligations under this subsection do not extend past the Reference Date if Teva determines it is not going forward with the settlement. This paragraph III.B does not apply to Litigating Subdivisions and Litigating Special Districts with a trial date within six (6) months of the Preliminary Agreement Date, though such Litigating Subdivisions and Litigating Special Districts and Teva shall engage in good faith discussions regarding the potential cessation of litigation activity.

C. Following the Reference Date, the Settling States shall endeavor to file Consent Judgments (the contents of which must be agreed upon with Teva) within thirty (30) days of the Reference Date. Participating Subdivisions and Participating Special Districts, as applicable, shall request dismissal of their actions with prejudice within fourteen (14) days of the Reference Date. The Settling States, Participating Subdivisions, and Participating Special Districts shall use best efforts to get Consent Judgments or orders of dismissal with prejudice, as applicable, entered promptly after filing.

IV. Injunctive Relief

A. *Entry of Injunctive Relief*. As part of the Consent Judgment, the Parties agree to the Injunctive Relief Terms attached as Exhibit P.

V. Release

A. *Scope*. As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors), and Participating Special District (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release Claims. The Release shall be a complete bar to any Released Claim.

B. *Claim Over and Non-Party Settlement*.

1. *Statement of Intent.* It is the intent of the Parties that:

   a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

   b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

   c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

   d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties. Any amounts payable by Teva pursuant to this Agreement, including but not limited to the Net Abatement Amount and any attorneys' fees, shall not be reduced or otherwise affected by any obligation by Teva to pay any contractual indemnity or agreed-to contribution amount to Allergan.

   The provisions of this subsection V.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited*. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement*. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva in subsection V.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim Over. However, and notwithstanding

the foregoing, this provision shall not preclude Allergan from seeking indemnification under its agreement with Teva. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim Over*. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection V.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection V.B.3, and such Non-Released Entity asserts a Claim Over against a Released Entity, that Releasor and Teva shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by Teva:

   a. Teva shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Agreement, whichever is later;

   b. Teva and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Teva under this Agreement;

   c. That Releasor and Teva shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Teva under this Agreement. Such steps may include, where permissible:

      (i) Filing of motions to dismiss or such other appropriate motion by Teva or Released Entities, and supported by Releasors, in response to any Claim filed in litigation or arbitration;

      (ii) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

      (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

      (iv) Return of monies paid by Teva to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Teva by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Teva under this Agreement to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Teva may devise to hold Teva harmless from the Claim Over.

d. The actions of that Releasor and Teva taken pursuant to paragraph (c) must, in combination, ensure Teva is not required to pay more with respect to Covered Conduct than the amounts owed by Teva under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Teva may seek review by the National Arbitration Panel, provided that, if the Parties agree, such dispute may be heard by the state Court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Teva shall have a Claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Teva harmless from the Claim Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Teva may have.

5. To the extent that the Claim Over is based on a contractual indemnity, the obligations under subsection V.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Teva shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

C. *General Release*. In connection with the releases provided for in the Agreement, each Settling State (for itself and its Releasors), Participating Subdivision and Participating Special District expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would

have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors), Participating Subdivision and Participating Special District hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into the Agreement, the Participating Subdivisions' decision to participate in the Agreement, or the Participating Special District's decision to participate in the Agreement.

D. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

E. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States, its Participating Subdivisions, and its Participating Special Districts expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States; (2) any of the respective Settling State's past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; (4) any Participating Subdivisions; and (5) any Participating Special District. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

F. *Effectiveness*. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

G. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, Claims for Medicaid rebates, Claims asserted, or that could be asserted, by any State or Subdivision, related to the causes of action in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, in the United States District court for the District of Pennsylvania, MDL No. 2724, and any related action (such excluded claims include, but are not limited to, all antitrust claims and any claims related to any non-opioid generic drugs), and any claims arising under the Agreement for enforcement of the Agreement.

VI. Monetary Relief Overview and Maximum Payments

A. Excluding Teva's share of Implementation Costs and Settlement Fund Administrator Costs, there are four main categories of monetary payments:

1. *Annual Payments to the Settlement Fund*. These payments are generally addressed in Section VII. The maximum amount Teva shall pay in Annual Payments to the Settlement Fund is the Net Abatement Amount of $2,945,529,111.00, which reflects the application of the Prior Settlements Credit to the Global Settlement Abatement Amount. Annual Payments will be made over thirteen (13) years on the Payment Dates. The actual amount paid will depend on, among other things, the level of participation of Eligible States, their Subdivisions, and their Special Districts.

2. *Cash Conversion of Settlement Product*. These potential monetary payments are generally addressed in Section IX. The maximum monetary amount Teva shall pay for the cash conversion of Settlement Product is $240,000,000.00. Payments for cash conversion of Settlement Product will be made over twelve (12) years on the Payment Dates. The actual amount paid will depend on, among other things, the level of participation of Eligible States and the number of Settling States opting for cash conversion.

3. *Additional Restitution Amount*. These payments are generally addressed in Section XIII. The maximum amount Teva shall pay for the Additional Restitution Amount is $28,669,762.00. Payments for the Additional Restitution Amount will be made over six (6) years on the Payment Dates. The actual amount paid will depend on the number of Eligible States listed in Exhibit F-2 that become Settling States.

4. *Attorney Fee and Cost Payments*. These payments are generally addressed in Section XIV and Exhibits M, R, S and T. They consist of payments for the State Outside Counsel Fee Fund, the State Cost Fund, and the Attorney Fee and Cost Fund. These payments will be made over six (6) years on the Payment Dates. The maximum amount Teva shall pay into these funds is the Global Settlement Attorney Fee Amount of $366,335,847.76.

B. The aggregate maximum amount Teva shall pay for these for these payment categories is $3,580,534,720.76. This figure does not include costs related to injunctive relief and

document disclosure addressed in Exhibits P and V, Implementation Costs and Settlement Fund Administrator Costs addressed in this Agreement, or WAC value of Settlement Product.

C. *Settlement Fund Administrator and Implementation Costs*. If this Agreement becomes effective, Teva shall be responsible for one-third of the Implementation Costs. The full amount of the Implementation Costs shall be jointly advanced by Teva and Allergan. If this Agreement becomes effective, then Teva shall deduct from Teva's Initial Year Payment the difference between the excess amount it advanced for Implementation Costs and its one-third obligation for such costs. Settlement Fund Administrator Costs shall be paid out of interest accrued on the Settlement Fund. Should such interest prove insufficient to fully cover the costs, the remaining cost amounts shall be paid one-third by Teva, one-third by Allergan and one-third from the Settlement Fund through the disbursement of Teva's final Annual Payment.

VII. Annual Payments to Settlement Fund

A. Structure of Payments to Settlement Fund

1. All payments under this Section VII shall be made into the Settlement Fund, except that where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section VIII.

2. Teva shall pay into the Settlement Fund the Net Abatement Amount consisting of $2,945,529,111.00 minus: (1) any offsets specified in subsection VII.C below; (2) any unearned Incentive Payments under subsection VII.E below; and (3) any adjustments under Section XII below.

3. The payments to the Settlement Fund shall be divided into Base Payments and Incentive Payments as provided in subsections VII.D and VII.E below and set out in Exhibit M-1.

B. Settlement Fund Payment Process

1. Except as otherwise provided in this Agreement, Teva shall make one Initial Year Payment (the first Annual Payment) and twelve (12) additional Annual Payments of equal installments of the Net Abatement Amount (after all applicable offsets) into the Settlement Fund. The Settlement Payment Schedule is set forth in Exhibit M. Annual Payments shall be made on the Payment Date, provided that the necessary wire instructions and W-9 form for the Settlement Fund are provided to Teva at least twenty-one (21) days before the relevant payment is due. If there is a delay in making a payment because wire instructions and/or a W-9 form were not provided at least twenty-one (21) days in advance of the Payment Date, then the Annual Payment will be made within twenty-one (21) days of both the wire instructions and W-9 form being provided.

2. The Initial Year Payment shall consist of only Base Payments (after all applicable offsets). The other twelve (12) Annual Payments shall each consist of Base

Payments (after all applicable offsets) and Incentive Payments (after all applicable offsets). The amount of the Initial Year Payment and each other Annual Payment, payable by Teva shall not exceed the maximum amounts allocated to each Payment Year in Exhibit M.

3. To determine each Annual Payment for Payment Year 2 forward, the Settlement Fund Administrator shall use the data in its records sixty (60) days prior to the Payment Date for each payment. Prior to the Effective Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for the Settlement Fund Administrator obtaining relevant data and for distributing funds to Settling States and Exhibit G Participants consistent with the terms of this Agreement as quickly as practical.

4. The Settlement Fund Administrator shall determine the Annual Payment and the Statewide Payment Amount for each Settling State, consistent with the provisions in Exhibit L, by:

   a. determining, for each Settling State, the amount of Base Payments and Incentive Payments to which the State is entitled by applying the criteria in this Section;

   b. applying any reductions or offsets required by Sections VII and XII; and

   c. determining the total amount owed by Teva to all Settling States and Exhibit G Participants.

5. If, no later than fifty (50) days prior to the Payment Date for each payment for Payment Year 2 forward, Teva and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amount of the Annual Payment and the Statewide Payment Amount for each Settling State, Teva shall pay the agreed-upon Annual Payment amount on the Payment Date and the Settlement Fund Administrator shall treat those amounts as the determination described in subsection VII.B.4. If the Settlement Fund Administrator is not so informed, it shall give notice to Teva, the Settling States, and the Enforcement Committee of the amount of the Annual Payment, and the Statewide Payment Amount for each Settling State, following the determination described in subsection VII.B.4, and the following timeline shall apply:

   a. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, Teva, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Annual Payment, or the Statewide Payment Amount for a Settling State. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Teva identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

b. Within twenty-one (21) days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Teva identifying the basis for disagreement with the notice of dispute.

c. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Teva shall pay the adjusted amount as the Annual Payment on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Teva of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided*, *however* that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of Base Payments and Incentive Payments for that payment as set forth in Exhibit M. For the avoidance of doubt, a transfer of payments from the Settlement Fund Escrow for other Payment Years does not count toward determining whether the amount to be paid is higher than the maximum amount of Base Payments and Incentive Payments for that payment as set forth in Exhibit M.

d. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Teva into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Exhibit G Participants.

6. If a Settling State informs the Settlement Fund Administrator that it and its Exhibit G Participants have reached consensus on the amount of its Statewide Payment Amount, determined pursuant to subsections VII.B.3 or VII.B.4, to be distributed to the Settling State, among its separate types of funds (if applicable), and among its Exhibit G Participants, the Settlement Administrator shall disburse the Statewide Payment Amount pursuant to the consensus distribution amounts provided by the Settling State. For a Settling States that does not so notify the Settlement Fund Administrator, the Settlement Fund Administrator shall allocate the Settling State's Statewide Payment Amount, pursuant to Section VII, among the separate types of funds for the Settling State (if applicable), and among its Exhibit G Participants using the following procedures:

a. As soon as possible for each payment and following the determination described in subsections VII.B.3 and VII.B.4, the Settlement Fund Administrator shall give notice to the relevant Settling States and their Exhibit G Participants of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Exhibit G Participants.

b. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any Settling State or Exhibit G Participant may dispute, in

writing, the calculation of the amount to be received by a Settling State and/or its Exhibit G Participants. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, any affected Settling State, and any affected Exhibit G Participant identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

c. Within twenty-one (21) days of the sending of a written notice of dispute, any affected Settling State or any affected Exhibit G Participant may submit a response, in writing, to the Settlement Fund Administrator, any affected Settling State and any affected Exhibit G Participant identifying the basis for disagreement with the notice of dispute.

d. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute.

e. The Settlement Fund Administrator shall place any disputed amount into the Settlement Fund Escrow and shall disburse any undisputed amount to the Settling State and its Exhibit G Participants.

7. Disputes described in this subsection (other than those for which no response is filed under subsections VII.B.5.c or VII.B.6.d) shall be resolved in accordance with the terms of Section XV.

8. The Settlement Fund Administrator may combine the disbursements of Annual Payments with disbursement of funds under other comparable opioid settlements. In determining when disbursements for each Annual Payment will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

9. For the avoidance of doubt, Subdivisions and Special Districts not listed on Exhibit G shall not receive an allocation from the Subdivision Fund.

C. Offsets to Annual Payments to the Settlement Fund for Non-Settling States

1. An offset equal to the Net Abatement Amount of $2,945,529,111.00 times the State Allocation Percentage assigned to each Non-Settling State in Exhibit F-2 shall be deducted from the total amount to be paid by Teva to the Settlement Fund.

2. Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the Annual Payments specified in Exhibit M are reduced by the aggregate State Allocation Percentage of Non-Settling States as set forth in Exhibit F-2.

D. Base Payments

1. Teva shall make Base Payments into the Settlement Fund in an amount equal to 45% of the Net Abatement Amount of $2,945,529,111.00 minus any offsets for Non-Settling States specified in subsection VII.C.1. The maximum total for Base Payments is $1,325,488,100.00. The Base Payments will be paid in accordance with the Settlement Payment Schedule specified by Exhibit M-1, subject to potential offsets for Non-Settling States as provided in subsection VII.C.1.

2. The Base Payments will be allocated by Settling State proportionate to each Settling State's State Allocation Percentage in Exhibit F-2, adjusted for any Non-Settling State.

E. Incentive Abatement Payments

1. Teva shall make potential Incentive Payments totaling up to a maximum of 55% of the Net Abatement Amount of $2,945,529,111.00 for all Settling States with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payments is $1,620,041,011.00.

2. The maximum total Incentive Payment for any Settling State shall be no more than the maximum total for Incentive Payments listed in subsection VII.E.1 times the Settling State's State Allocation Percentage specified in Exhibit F-2. Incentive Payments are state-specific, with each Settling State receiving an Incentive Payment based on the incentives for which it is eligible for that year under the criteria set forth below and any offset specified in Section XII.

3. The Incentive Payments shall be divided among four (4) categories, referred to as Incentives A–D. Incentives A–C will be due in installments over the twelve (12) Payment Years beginning with Payment Year 2, and Incentive D will be due in installments over ten (10) years beginning with Payment Year 4, as shown on Exhibit M-1. The total amount of Incentive Payments in an Annual Payment shall be the sum of the Incentive Payments for which individual Settling States are eligible for that Payment Year under the criteria set forth below. The Incentive Payments shall be made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below.

4. The maximum amount available for Incentive Payments, $1,620,041,011.00, is divided into two pools. The maximum amount of Incentive Payments for Incentives A-C shall be $1,413,853,973.00, which is 48% of the maximum Net Abatement Amount. A Settling State may be eligible for its full allocable share of this payment by either achieving Incentive A or by fully earning both Incentives B and C. The maximum amount of Incentive Payments for Incentive D shall be $206,187,038.00, which is 7% of the maximum Net Abatement Amount. (These figures represent maximum payments prior to being adjusted for any offsets and assumes every State is a Settling State and will satisfy the requirements specified below to earn its maximum incentive amount. The Incentive Payments will be paid in accordance

with the payment schedule in Exhibit M-1, subject to potential deductions as provided herein.) A Settling State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements specified below. Settling States may qualify for Incentive Payments in four ways. If a Settling State qualifies for Incentive A, it will become entitled to receive the maximum payment allocable to the State for Incentives A-C as stated in subsection VII.E.5. If a Settling State does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A Settling State can qualify for Incentive D regardless of whether it qualifies for another Incentive Payment.

5. *Incentive A: Full Participation or Fully Released Claims of Litigating Subdivisions, Litigating Special Districts, Non-Litigating Subdivisions with Population Greater Than 10,000, and Non-Litigating Covered Special Districts*.

a. A Settling State's total potential Incentive A payment allocation is $1,413,853,973.00 times the percentage allocation assigned that Settling State in Exhibit F-2.

b. A State qualifies for Incentive A by: (1) complete participation in the form of releases consistent with Section V above from all Litigating Subdivisions, Litigating Special Districts, and Subdivisions with a population of 10,000 or more, and Non-Litigating Covered Special Districts; (2) a Bar; or (3) a combination of approaches in clauses (1)-(2) that achieves the same level of resolution of Subdivision and Special District Claims (e.g., a law barring future litigation combined with full joinder by Litigating Subdivisions and Litigating Special Districts). For purposes of Incentive A, a Subdivision or Special District is considered a "Litigating Subdivision" or "Litigating Special District" if it has brought Released Claims against Released Entities on or before the Reference Date; all other Subdivisions and Special Districts are considered "Non-Litigating." For purposes of Incentive A, Non-Litigating Covered Special Districts shall not include a Special District with any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

c. If a Settling State qualifies for Incentive A after receiving an Incentive Payment under Incentives B or C, described below, the Settling State's payments under Incentive A will equal the remainder of its total potential Incentive A payments less any payments previously received under Incentives B or C. A Settling State that receives all of its total potential Incentive A payment allocation shall not receive additional Incentive Payments under Incentives B or C.

d. A Settling State that is not eligible for Incentive A as of two (2) years after the Effective Date shall not be eligible for Incentive A for that Payment Year or any subsequent Payment Years.

6. *Incentive B: Early Participation or Released Claims by Litigating Subdivisions and Litigating Special Districts.*

a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 60% of its total potential Incentive A payment allocation under Incentive B.

b. A Settling State can qualify for an Incentive B payment if Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population are either Participating Subdivisions, Participating Special Districts, or have their claims resolved through Case-Specific Resolutions.

(i) A Settling State's litigating population is the sum of the population of all Litigating Subdivisions and Litigating Special Districts. A Settling State's litigating population shall include all Litigating Subdivisions and Litigating Special Districts whose populations overlap in whole or in part with other Litigating Subdivisions and Litigating Special Districts, for instance in the case of a Litigating Special District, city, or township contained within a county.

(ii) For example, if School District A is a Litigating Special District in City B with a population of 1, City B is itself a Litigating Subdivision with a population of 8, and City B is located within County C, and County C is a Litigating Subdivision with a population 10, then each of their individual populations shall be added together (i.e., 1 + 8 +10) to determine the total litigating population (i.e., 19).

c. The following time periods apply to Incentive B payments:

(i) Period 1: Zero to two hundred ten (210) days after the Effective Date.

(ii) Period 2: Two hundred eleven (211) days to one year after the Effective Date.

(iii) Period 3: One year and one day to two years after the Effective Date.

d. Within Period 1: If Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of a Settling State's litigating population are Participating Subdivisions or Participating Special Districts, or have their Claims resolved through Case-Specific Resolutions during Period 1, then a sliding scale will determine the share of the funds available under Incentive B, with a maximum of 60% of the Settling State's total potential Incentive Payment allocation available. Under that sliding scale, if Litigating Subdivisions and Litigating Special Districts collectively representing 75% of a Settling State's litigating population become

Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 1, a Settling State will receive 50% of the total amount available to it under Incentive B. If more Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the total amount available to it under Incentive B as shown in the table below.

Participation or Case-Specific Resolution Levels (As percentage of litigating population)	**Incentive B Award** (As percentage of total amount available to Settling State for Incentive B)
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

e. Within Period 2: If a Settling State did not qualify for an Incentive B payment in Period 1 but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 2, then the Settling State qualifies for 75% of the Incentive B payment it would have qualified for in Period 1.

f. Within Period 3: If a Settling State did not qualify for an Incentive B payment in Periods 1 or 2, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 3, then the Settling State qualifies for 50% of the Incentive B payment it would have qualified for in Period 1.

g. A Settling State that receives the Incentive B payment for Periods 1 and/or 2 can receive additional payments if it secures participation from additional Litigating Subdivisions and/or Litigating Special Districts (or Case-Specific Resolutions of their Claims) during Periods 2 and/or 3. Those additional payments would equal 75% (for additional participation or Case-Specific Resolutions during Period 2) and 50% (for additional participation or Case-Specific Resolutions during Period 3) of the amount by which the increased

litigating population levels would have increased the Settling State's Incentive B payment if they had been achieved in Period 1.

h. The percentage of the available Incentive B amount for which a Settling State is eligible by the end of Period 3 shall cap its eligibility for that Payment Year and all subsequent Payment Years. If Litigating Subdivisions and Litigating Special Districts that have become Participating Subdivisions or Participating Special Districts, or achieved Case-Specific Resolution status collectively represent less than 75% of a Settling State's litigating population by the end of Period 3, the Settling State shall not receive any Incentive B payment.

i. If there are no Litigating Subdivisions or Litigating Special Districts in a Settling State, and that Settling State is otherwise eligible for Incentive B, that Settling State will receive its full allocable share of Incentive B.

j. Incentives earned under Incentive B shall accrue after each of Periods 1, 2, and 3. Calculations to increase Incentive Payments in later periods based on additional joinder shall not reduce any amount already vested at the end of a prior period.

7. *Incentive C: Participation or Release of Claims by Primary Subdivisions*

a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 40% of its total potential Incentive A payment allocation under Incentive C, which has two parts.

b. Part 1: Under Incentive C, Part 1, a Settling State can receive up to 75% of its Incentive C allocation. A Settling State can qualify for a payment under Incentive C, Part 1 only if Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date) collectively representing at least 60% of the Settling State's Primary Subdivision population become Participating Subdivisions or achieve Case-Specific Resolution status.

(i) A Settling State's Primary Subdivision population is the sum of the population of all Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date). A Settling State's Primary Subdivision population shall include all Primary Subdivisions whose populations overlap in whole or in part with other Primary Subdivisions, for instance in the case of a Primary Subdivision that is a city contained within a Primary Subdivision that is a county. Because Primary Subdivisions include Subdivisions whose populations overlap in whole or in part with other Subdivisions, the Settling State's Primary Subdivision population may be greater than the Settling State's total population. (Special Districts are not relevant for purposes of Incentive C calculations.)

(ii) For example, if City A is a Primary Subdivision with a population of 1 within County B, and County B is a Primary Subdivision with a population of 10, then each of their individual populations shall be added together (i.e., 1+10) to determine the total Primary Subdivision population (i.e., 11).

c. A sliding scale will determine the share of the funds available under Incentive C, Part 1 to Settling States meeting the minimum 60% threshold. Under that sliding scale, if a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing 60% of its total Primary Subdivision population, it will receive 40% of the total amount potentially available to it under Incentive C, Part 1. If a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing more than 60% of its Primary Subdivision population, the Settling State shall be entitled to receive a higher percentage of the total amount potentially available to it under Incentive C, Part 1, on the scale shown in the table below. If there are no Primary Subdivisions, and that Settling State is otherwise eligible for Incentive C, that Settling State will receive its full allocable share of Incentive C, Part 1.

Participation or Case-Specific Resolution Levels (As percentage of total Primary Subdivision population)	**Incentive C, Part 1 Award** (As percentage of total amount available to Settling State for Incentive C, Part 1)
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

d. Part 2: If a Settling State qualifies to receive an incentive under Incentive C, Part 1, the Settling State can also qualify to receive an additional incentive amount equal to 25% of its total potential Incentive C allocation by securing 100% participation of the ten (10) largest Subdivisions by population in the Settling State. (Special Districts are not relevant for purposes of this calculation.) If a Settling State does not qualify for any amount under Incentive C, Part 1, it cannot qualify for Incentive C, Part 2.

e. Incentives earned under Incentive C shall accrue on an annual basis up to three years after the Effective Date. At one, two, and three years after the Effective Date, the Settlement Fund Administrator will conduct a lookback to assess which Subdivisions had agreed to participate or had their Claim

resolved through a Case-Specific Resolution that year. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive C for the year. The percentage of the available Incentive C amount, for both Part 1 and Part 2, for which a Settling State is eligible three years after the Effective Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

8. *Incentive D: No Qualifying Lawsuits Surviving Threshold Motions at Two Look-Back Dates.*

a. A Settling State's total potential Incentive D payment allocation is $206,187,038.00 times the percentage allocation assigned that Settling State in Exhibit F-2.

b. If, at any time within five and one-half (5.5) years of the Preliminary Agreement Date, any Subdivision or Special District within a Settling State files litigation pursuing Released Claims against any Released Entity (a "*Qualifying Lawsuit*"), then Teva shall, within thirty (30) days of Teva or any Released Entity being served or otherwise informed of the prosecution of such Released Claims, provide notice to the Settling State in which such Released Claims are being pursued and shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Teva under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Teva shall confer and use reasonable efforts to promptly resolve a Qualifying Lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a Qualifying Lawsuit.

c. Part 1: Under Incentive D, Part 1, a Settling State shall receive 50% of its total potential Incentive D payment allocation if, at two years after the Effective Date (the "*First Look-Back Date*"), there are no pending Released Claims from a Qualifying Lawsuit that survived a Threshold Motion within the Settling State against any Released Entities.

(i) After the First Look-Back Date, a Settling State can become re-eligible for Incentive Payment D, Part 1 if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall become eligible for Incentive Payment D less any litigation fees and cost incurred by the Released Entity in the interim, except that if the dismissal motion occurs after the

completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

d. Part 2: Under Incentive D, Part 2, a Settling State shall receive 50% of its total potential Incentive D payment allocation if, at five and one-half (5.5) years after the Preliminary Agreement Date (the "*Second Look-Back* Date"), there are no pending Released Claims from a Qualifying Lawsuit that survived a Threshold Motion within the Settling State against any Released Entities.

VIII. Allocation and Use of Settlement Funds

A. *Components of Settlement Fund*. The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments under Section VI into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds). Unless otherwise specified herein, payments placed into the Settlement Fund do not revert back to Teva.

B. *Use of Settlement Payments*. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Exhibit G Participants be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VIII.C. In no event may less than 85% of Teva's payments pursuant to subsection VI.A.1–4 over the entirety of all Payment Years (but not any single Payment Year) be spent on Opioid Remediation.

C. While disfavored by the Parties, a Settling State or Exhibit G Participant may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or Exhibit G Participant uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Exhibit G Participant shall identify such amounts and report to the Settlement Fund Administrator and Teva how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement. It is the intent of the Parties that the reporting under this subsection VIII.C shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VIII.C as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of subsection VIII.G and (b) Participating Subdivisions not listed on Exhibit G or Participating Special Districts that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

D. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and Participating Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The

Settlement Fund Administrator will then, for each Settling State and its Exhibit G Participants, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate Base Payments under subsection VII.D among the Settling States in proportion to their respective State Allocation Percentages. Base Payments for each Settling State will then be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VIII.E.

2. Incentive Payments. The Settlement Fund Administrator will treat Incentive Payments under subsection VII.E on a State-specific basis. Incentive payments for which a Settling State is eligible under subsection VII.E will be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VIII.E.

3. Application of Adjustments. If any offset under Section XII applies with respect to a Settling State, the offset shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.

4. Settlement Fund Administrator. Prior to the Initial Participation Date, Teva and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall be appended hereto as Exhibit L.

E. *Settlement Fund Reallocation and Distribution*. As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under subsections VIII.E.1–2, then the default provisions of subsection VIII.E.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to subsections VIII.E.1–2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VIII.D shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into or amended after July 26, 2022 shall be applied only if it requires: (1) that all amounts be used for Opioid Remediation except as allowed by subsection VIII.C, and (2) that at least 70% of amounts be used solely for future Opioid Remediation (references to "future Opioid Remediation" include amounts paid to satisfy any future demand by another governmental entity to make a

required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms). For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to Teva and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation except as allowed by subsection VIII.C, and (2) at least 70% of all amounts to be used solely for future Opioid Remediation, then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VIII.D shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions in subsection VIII.E.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this subsection VIII.E only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. An Exhibit G Participant may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision or Participating Special District. The Settlement Fund Administrator is not required to honor voluntary redistribution for which notice is provided to it less than sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If subsections VIII.E.1–2 do not apply, and subject to any voluntary redistribution pursuant to subsection VIII.E.3, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VII.D shall be distributed as follows:

   a. Amounts apportioned to that State's State Fund shall be distributed to that State.

   b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with subsection VIII.F. Each Settling State shall

submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust, then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State listed on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Subsection X.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by subsection VIII.E.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section X, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions in excess of what is permissible under subsection X.E. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in subsection VIII.E.1 or by an Allocation Statute or a Statutory Trust described in subsection VIII.E.2.

F. *Provisions Regarding Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of subsections VIII.E.1 or VIII.E.2 as applicable, and all direct payments to Subdivisions comply with subsections X.E–H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely

for future Opioid Remediation and the following shall apply with respect to a Settling State:

a. *Regional Remediation.*

(i) At least 50% of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to subsection VIII.F.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (1) define its initial regions, which shall consist of one (1) or more Subdivisions and which shall be designated by the State agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; and (2) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions listed on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than 50% of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (1) has the authority to adjust the definition of the regions, and (2) may annually revise the percentages allocated to each region to reflect the number of Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants*. Certain Subdivisions listed on Exhibit G shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision listed on Exhibit G eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, Bar, or other action; (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more; and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each

Subdivision listed on Exhibit G eligible to receive block grants shall be assigned its own region.

c. *Small States*. Notwithstanding the provisions of subsection VIII.F.2.a, Settling States with populations under four (4) million that do not have existing regions described in subsection VIII.F.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions listed on Exhibit G eligible for block grants under subsection VIII.F.2.b shall be divided regionally so that each block-grant eligible Subdivision listed on Exhibit G is a region and the remainder of the State is a region.

d. *Advisory Committee*. The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "*Advisory Committee*") to provide input and recommendations regarding remediation spending from that Settling State's Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Parties.

G. *Nature of Payment.* Teva, the Settling States, the Participating Subdivisions, and the Participating Special Districts, acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. Teva has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. The Settling States, the Participating Subdivisions, and the Participating Special Districts sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States, Participating Subdivisions and Participating Special Districts;

3. By executing this Agreement the Settling States, the Participating Subdivisions, and the Participating Special Districts certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States, Participating Subdivisions and Participating Special Districts; and (b) the portion of the Compensatory Restitution Amount received by each Settling State, Participating Subdivision or Participating Special Districts is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State, Participating Subdivision or Participating Special Districts;

4. The payment of the Compensatory Restitution Amount by Teva constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Teva;

5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States, Participating Subdivisions and Participating Special Districts to the same position or condition that they would be in had the Settling States, Participating Subdivisions and Participating Special Districts not suffered the Alleged Harms;

6. No portion of the Compensatory Restitution Amount represents reimbursement to any Settling State, Participating Subdivision, Participating Special District, or other person or entity for the costs of any investigation or litigation. The entire Compensatory Restitution Amount is properly characterized as described in subsection VIII.G. No portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and

7. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution, including the provision of Settlement Product set out in Section IX below. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Teva.

IX. Settlement Product

A. The Settlement Product is Naloxone Hydrochloride Nasal Spray (generic Narcan®), a medication that counteracts the life-threatening effects of opioid overdose and significantly reduces opioid-overdose mortality.

B. For the purposes of this Agreement, Teva has agreed to provide the Settling States Settlement Product valued at $1,200,000,000, which equals 9,600,000 kits of Settlement Product, valued at a fixed WAC of $125 per kit, allocated in accordance with the allocation percentage as reflected in Exhibit D-1. Teva shall cover the cost of the Settlement Product distribution set forth in this Agreement. For the avoidance of doubt, Participating Subdivisions and Participating Special Districts are not eligible to make a Settlement Product election pursuant to this Agreement.

C. Consistent with the Settlement Product Election Form contained in Exhibit D, each Settling State shall have the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in the following years: 2023, 2025, 2027, 2029, and 2031. The State's election shall apply and remain in place for each following year until the next election date.

D. Within thirty (30) days of the Effective Date, each Settling State shall notify Teva and the Settlement Fund Administrator of its Settlement Product election by submitting the Settlement Product Election Form reflected in Exhibit D.

E. Settling States that do not make a Settlement Product Election within 30 days of the Effective Date shall be deemed to have elected to receive the full Settlement Product Cash Conversion Amount for the first two-year period, allocated in accordance with the State Allocation Percentage as reflected in Exhibit D-1. Commencing within thirty (30) days of the Effective Date, the Settling States that have submitted a Settlement Product Election Form may place periodic orders for Settlement Product consistent with Section IX and Exhibit D.

F. By or before January 1, 2025, 2027, 2029 and 2031, each Settling State may submit a new or updated Settlement Product Election Form, which will be effective beginning with the Forecast submitted on the same date for the following calendar year. Settling States that do not submit a new or updated Settlement Product Election Form will be deemed to have made no changes to their most recent Settlement Product Election Form.

G. As is reflected in Exhibit D and the Settlement Product Election Form contained therein, Settling States may elect to convert all or a percentage of their allocation of Settlement Product into a Settlement Product Cash Conversion Amount, in the manner and method described in Exhibit D.

H. Teva will make Settlement Product Cash Conversion Amount payments to Settling States that have elected to receive a full or partial Settlement Product Cash Conversion beginning with its second Annual Payment in accordance with the Settlement Payment Schedule as set forth in Exhibit M-2.

I. The Parties understand that the provision of Settlement Product constitutes compensatory restitution within the meaning of 26 U.S.C. § 162(f)(2)(A) and that the receipt of Settlement Product must be reported on IRS Form 1098-F consistent with subsection VIII.G.7 above.

J. In addition to offering Naloxone Hydrochloride Nasal Spray per this Section IX and Exhibit D, Teva, at its sole discretion, may also offer Settling States different versions or greater amounts of Settlement Product or different products that can be accepted by the Settling State in lieu of its full allotment of the Settlement Product or Settlement Product Cash Conversion Amount. Distribution and other terms related to such substitute product shall be set out in Teva's offer. Nothing in this subsection IX.J changes the terms of this Agreement regarding the provision of Settlement Product or the calculation or availability of the Settlement Product Cash Conversion Amount. With regard to the annual product delivery schedule, to the extent that the Settling State's needs for each drug varies from year to year, such that the Settling State needs a reasonably lesser quantity one year to be offset by a reasonably greater quantity the next year, Teva will use reasonable commercial efforts to be flexible in meeting that variation in demand.

K. In the event of a Force Majeure Event, Teva shall promptly provide written notice to the Settling States. Teva and the States shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible, it being understood that, unless otherwise agreed to by the Parties, it is Teva's obligation to use reasonable efforts which are consistent with accepted industry practices to resume performance as soon as practicable under the circumstances.

X. Participation by Subdivisions and Special Districts

A. *Notice.* No later than fifteen (15) days after the Preliminary Agreement Date, the Settling States, with the cooperation of Teva, shall send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions and Special Districts in the Settling State that are (1) Litigating Subdivisions or Litigating Special Districts, or (2) Non-Litigating Subdivisions listed in Exhibit G.[3] To the extent a Non-Litigating Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the Preliminary Agreement Date. Teva's share of costs of the written notice shall be paid by Teva as part of the Implementation Costs. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions, Litigating Special

[3] Because Teva has settled with Oklahoma, but not with Oklahoma Subdivisions and Special Districts, Teva shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Oklahoma Subdivisions and Special Districts. For purposes of this Section X, references to a "Subdivision in a Settling State" or "Special District in a Settling State" shall include Subdivisions and Special Districts in Oklahoma.

Districts, and known counsel for Non-Litigating Subdivisions listed on Exhibit G and Non-Litigating Special Districts listed on Exhibit G. The notice will include that the deadline for becoming an Initial Participating Subdivision or Initial Participating Special District is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions or Special Districts about becoming a Participating Subdivision or Participating Special District, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions*. A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VIII, and (4) that the Subdivision submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement. The required Settlement Participation Form is attached as Exhibit K. A Non-Litigating Subdivision will decide whether to become a Participating Subdivision for both this Agreement and the Allergan Global Opioid Settlement Agreement, or neither.

C. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions*. A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) that, in addition to the requirements set out in subsection X.B for Non-Litigating Subdivisions, commits it to promptly dismissal its legal action. The required Settlement Participation Form is attached as Exhibit K. A Litigating Subdivision or Later Litigating Subdivision will decide whether to become a Participating Subdivision for both this Agreement and the Allergan Global Opioid Settlement Agreement, or neither. Except for trials begun before the Initial Participation Date, a Litigating Subdivision or a Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in subsections X.B or X.C by the Initial Participation Date. Provided however, all Subdivision Settlement Participation Forms shall be held by the Implementation Administrator until Teva provides the notice in subsection XI.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective. If Teva determines not to proceed, all Settlement Participation Forms shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not

represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligations.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VIII.E or VIII.F. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. A Later Participating Subdivision shall not receive any share of any Base or Incentive Payments paid to the Subdivision Fund that were due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after Initial Participation Date but before June 15, 2023 shall receive 75% of the share of the Initial Year Payment that it would have received had it become an Initial Participating Subdivision (unless the Later Participating Subdivision is subject to subsections X.E.3 or X.E.4 below). A Later Participating Subdivision that becomes a Participating Subdivision after June 15, 2023 shall receive no share of the Initial Year Payment.

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive 50% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to such judgment; ***provided, however***, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any Base Payments or Incentive Payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive 25% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments*. Amounts to be received by Later Participating Subdivisions or Later Participating Special Districts shall not increase the payments due from Teva.

G. *Ineligible Subdivisions and Special Districts.* Except for Subdivisions and Special Districts in Oklahoma, prior Settling Subdivisions, and Subdivisions and Special Districts in Non-Settling States or Prior Settling States are not eligible to be Participating Subdivisions or Participating Special Districts.

H. *Non-Participating Subdivisions and Non-Participating Special Districts*. Non-Participating Subdivisions and Non-Participating Special Districts shall not directly receive any portion of any Base Payments or Incentive Payments, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions and Non-Participating Special Districts.

I. *Unpaid Allocations to Later Participating and Non-Participating Subdivisions*. Any Base Payments and Incentive Payments allocated pursuant to subsection VIII.E to a Later Participating or Non-Participating Subdivision or a Later Participating or Non-Participating Special District that cannot be paid pursuant to Section X, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

J. *Requirements for Becoming a Participating Special District: Non-Litigating Special Districts*. A Non-Litigating Special District in a Settling State may become a Participating Special District by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Special District agrees to the terms of this Agreement pertaining to Special Districts, (2) that the Special District releases all Released Claims against all Released Entities, (3) that the Special District agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VIII, and (4) that the Special District submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement. The required Settlement Participation Form is attached as Exhibit K. A Non-Litigating Special District will decide whether to become a Participating Special District for both this Agreement and the Allergan Global Opioid Settlement Agreement, or neither.

K. *Requirements for Becoming a Participating Special District: Litigating Special Districts/Later Litigating Special Districts.* A Litigating Special District or Later Litigating Special District in a Settling State may become a Participating Special District by returning an executed Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) that, in addition to the requirements set out in subsection X.J for Non-Litigating Special Districts, commits it to promptly dismiss its legal action. The required Settlement Participation Form is attached as Exhibit K. A Litigating Special District or a Later Litigating Special District will decide whether to become a Participating Special District for both this Agreement and the Allergan Global Opioid Settlement Agreement, or neither. Except for trials begun before the Initial Participation Date, a Litigating Special District or a Later Litigating Special District may not become a Participating Special District after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.

L. *Initial Participating Special Districts*. A Special District qualifies as an Initial Participating Special District if it meets the applicable requirements for becoming a Participating Special

District set forth in subsections X.J or X.K by the Initial Participation Date. Provided however, all Special District Settlement Participation Forms shall be held by the Implementation Administrator until Teva provides the notice in subsection XI.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective.

M. *Later Participating Special Districts.* A Special District that is not an Initial Participating Special District may become a Later Participating Special District by meeting the applicable requirements for becoming a Participating Special District after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VIII.E or VIII.F. or any agreement reached by the applicable Settling State with Initial Participating Special Districts. The following provisions govern what a Later Participating Special District can receive (but do not apply to Initial Participating Special Districts):

1. Except for the Initial Year Payment, a Later Participating Special District shall not receive any share of any Base or Incentive Payments paid to the Subdivision Fund that were due before it became a Participating Special District.

2. A Later Participating Special District that becomes a Participating Special District after Initial Participation Date but before June 15, 2023 shall receive 75% of the share of the Initial Year Payment that it would have received had it become an Initial Participating Special District (unless the Later Participating Special District is subject to subsections X.M.3 or X.M.4 below). A Later Participating Special District that becomes a Participating Special District after June 15, 2023 shall receive no share of the Initial Year Payment.

3. A Later Participating Special District that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Special District (other than a consensual dismissal with prejudice) shall receive 50% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Special District prior to such judgment; *provided, however*, that if the Special District appeals the judgment and the judgment is affirmed with finality before the Special District becomes a Participating Special District, the Special District shall not receive any share of any Base Payments or Incentive Payments.

4. A Later Participating Special District that becomes a Participating Special District while a Bar or Case-Specific Resolution involving a different Special District exists in its State shall receive 25% of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Special District without such Bar or Case-Specific Resolution.

XI. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed With Settlement.* Teva will determine on or before the Reference Date whether there has been a sufficient resolution of the Claims of the Litigating

Subdivisions and Litigating Special Districts in the Settling States (through participation under Section X, Case-Specific Resolution(s), and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Teva, in good faith, and may be based on any criteria or factors deemed relevant by Teva.

B. *Notice by Teva*. On or before the Reference Date, Teva shall inform the Settling States and MDL Plaintiffs' Executive Committee of its determination pursuant to subsection XI.A. If Teva determines to proceed, the Parties will proceed to file the Consent Judgments. If Teva determines not to proceed, this Agreement will have no further effect and all releases (including those given by Participating Subdivisions and Special Districts) and other commitments or obligations contained herein will be void and Settlement Participation Forms shall be returned to the Subdivision or Special District or destroyed to the extent not prohibited by then existing legal obligations or document holds.

XII. Potential Payment Adjustments

A. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply: If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Teva shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive A payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G.

B. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.*

1. If Teva made a payment as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and that Bar, Settlement Class Resolution, or Case-Specific Resolution is subject to a Revocation Event, Teva shall receive a dollar-for-dollar offset against its obligation to make remaining payments that would be apportioned to that State and its Exhibit G Participants. This offset will be calculated as the dollar amount difference between (1) the total amount of Incentive Payments paid by Teva during the time the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect, and (2) the total amount of Incentive Payments that would have been due from Teva during that time without the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event being in effect. The amount of Incentive Payments that would have been due, referenced in (2) above, will be calculated based on considering any Subdivision or Special District that provides a release within one hundred eighty (180) days after the Revocation Event as having been a Participating Subdivision or Participating Special District (in addition to all other Participating Subdivisions and Participating Special Districts) during the time that the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect. If a Revocation Event causes a Settling State to no longer qualify for one or both parts of Incentive D, the Settling State and its

Exhibit G participants shall return to Teva all relevant payments made under Incentive D through offsets as set forth above.

2. Notwithstanding anything to the contrary in paragraph 1 above, if a Bar or Case-Specific Resolution is reinstated by the Settling State, either through the same or different means as the initial Bar or Case-Specific Resolution, Teva's right to an offset is extinguished and any amounts withheld to offset amounts paid on account of the revoked, rescinded, reversed, or overruled Bar or Case-Specific Resolution shall be returned to the Settling State, less and except any Incentive Payments that would have been paid during the period in which the Bar or Case-Specific Resolution was revoked, rescinded, reversed, or overruled.

XIII. Additional Restitution Amount

Additional Restitution Amount. Teva shall pay an Additional Restitution Amount to each Settling State listed in Exhibit N in the amount and on the schedule set forth in Exhibit M-3. The maximum Additional Restitution Amount of $28,669,762.00 shall be reduced by the allocation set forth on Exhibit F-2 for any Non-Settling States listed on Exhibit N. The Settlement Fund Administrator shall allocate such funds among and within the Settling States listed in Exhibit N at the same time as its allocation of Annual Payments pursuant to subsection VII.B.

Additional Restitution Amount funds shall not be subject to allocation as provided in Sections VIII.D through VIII.F

XIV. Plaintiffs' Attorneys' Fees and Costs

Attorneys' fees and costs are addressed in the following exhibits and are incorporated herein by reference:

1. The State Outside Counsel Fee Fund is addressed in Exhibit T.

2. The State Cost Fund is addressed in Exhibit S.

3. The Attorney Fee and Cost Fund is addressed and the Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R.

XV. Enforcement and Dispute Resolution

A. *Enforceability*. The terms of the Agreement and Consent Judgment applicable to or in a Settling State will be enforceable solely by that Settling State and Teva. Settling States or Participating Subdivisions shall not have enforcement rights with respect either to the terms of this Agreement that apply only to or in other States or to any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Teva with respect to the Agreement or any Consent Judgment except as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section VII; *provided, however*, that each Settling State shall allow

Participating Subdivisions in that State to notify it of any perceived violations of the Agreement or Consent Judgment.

B. *Consent to Jurisdiction and Service of Process.* Teva consents to the jurisdiction of the Court in which the Consent Judgment is filed, and any appellate court thereof, limited to resolution of disputes identified in subsection XV.G.2; for a civil action for any appropriate relief to enforce compliance with the Parties' Agreement for Injunctive Relief pursuant to Exhibit P, subsection K.5 herein; and for any proceedings for or related to the enforcement or collection of any payments on the Consent Judgment for resolution in the Court in which the Consent Judgment is filed. Teva further agrees any service of process or notice required for such action or proceeding may be effectuated on Teva through delivery of all required papers by hand or by a nationally recognized private courier on Teva's representatives identified in subsection XVI.P herein. To be clear, for the purposes of this Agreement only, Teva consents to personal jurisdiction before such courts, and will not contend service must be effectuated through personal service of the Hague Convention process.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms in Exhibit P shall be resolved as provided therein and pursuant to subsection XV.E.3 herein.

2. In the event Teva believes the 85% threshold established in subsection VIII.B is not being satisfied, any Party may request that Teva and the Enforcement Committee meet and confer regarding the use of funds under subsection VIII.B. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning subsection VIII.B shall: (i) be limited to Teva seeking to reduce its Annual Payments by no more than 5% of the difference between the actual amount of Opioid Remediation and the 85% threshold established in subsection VIII.B; (ii) only reduce Annual Payments to those Settling States and its Participating Subdivisions that are below the 85% threshold established in subsection VIII.B; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Participating Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to the Agreement or any Consent Judgment except: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that: (a) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (b) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to subsection VIII.F.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that the uses of Abatement Accounts Fund monies by Participating Subdivisions listed on Exhibit G were not for uses similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change, or alter any other existing rights under law.

E. *Enforcement Committee Actions to Enforce Agreement.*

1. The Parties agree that in the event of any failure by Teva to make any required payments under this Agreement, the Enforcement Committee, on its own or through its designee such as a Settling State or Participating Subdivision acting by its authorization and on its behalf, shall have the ability and right to file an action or proceeding in any New York state court, or federal court of the United States of America, sitting in New York, for or related to the enforcement or collection of such payments.

2. If any National Dispute involving a Settling State, Participating Subdivision, and/or Teva is pending before a National Arbitration Panel concerning a given year's payment to all Settling States, any action or proceeding pursuant to this subsection XV.E shall be stayed as to any disputed amounts only, but may proceed as to any and all undisputed amounts. In the event there is a dispute between the Parties as to the disputed amounts at issue, the Enforcement Committee or any party to that dispute may seek an expedited determination from the National Arbitration Panel for that proceeding as to the disputed and undisputed amounts.

3. The Parties further agree that in the event of Teva's breach of the Parties' Agreement for Injunctive Relief (Exhibit P attached hereto), the Enforcement Committee, on its own or through its designee such as a Settling State or Participating Subdivision acting by its authorization and on its behalf, shall have the ability and right to file a civil action pursuant to Exhibit P, subection K.5, in any New York state court, or federal court of the United States of America, sitting in New York, seeking any appropriate relief to enforce compliance with such Agreement for Injunctive Relief.

4. Teva consents to the jurisdiction of the New York state court, or federal court of the United States of America, sitting in New York, and any appellate court from any thereof, in which any action or proceeding is initiated pursuant to this subsection XV.E, and for enforcement or collection of any related judgment entered by such court. Teva further agrees any service of process or notice required for such action or proceeding, including for any action or proceeding for enforcement or collection of any judgment entered thereon, may be effectuated on Teva through delivery of all required papers by hand or by a nationally recognized private courier on Teva's representatives identified in subsection XVI.P herein. For the purposes

of this Agreement only, Teva consents to personal jurisdiction before such courts and will not contend service must be effectuated through personal service or the Hague Convention process.

5. The enforcement rights under this subsection XV.E are in addition to, and not in lieu of, any other enforcement and collection rights of the Parties herein, including but not limited to enforcement rights as to payments as allowed by subsection XV.A.

F. *Subdivision Payment Enforcement.* A Participating Subdivision shall have the same right as a Settling State pursuant to subsection XV.G.4.a.iv to seek resolution of any failure by Teva to make its required Base Payments and/or Incentive Payments in a Payment Year.

G. *Other Dispute Resolution Terms.*

1. Except as provided in subsection XV.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this subsection XV.G to resolve the dispute.

2. Except as provided in subsections XV.C and XV.G.4, disputes not resolved informally shall be resolved in either the Court that entered the relevant Consent Judgment or, if no Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of state government is located. State court proceedings shall be governed by the rules and procedures of the forum. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

   a. disputes concerning whether expenditures qualify for Opioid Remediation;

   b. disputes between a Settling State and Participating Subdivisions located in such Settling State as provided by subsection XV.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

   c. whether this Agreement and relevant Consent Judgment are binding under state law;

   d. the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release Claims;

   e. whether the requirements of a Bar, a Case-Specific Resolution, State-Specific Finality, Later Litigating Subdivision, Litigating Subdivision, or a Threshold Motion have been met; and

   f. all other disputes not specifically identified in subsections XV.C and XV.G.4.

3. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an amicus curiae brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

4. National Disputes involving a Settling State, Participating Subdivision, and/or Teva shall be resolved by a National Arbitration Panel.

   a. "*National Disputes*" are disputes that are exceptions to subsection XV.G.2's presumption of resolution in state courts because they involve issues of interpretation of Agreement terms applicable to all Settling States without reference to a particular State's law. Disputes between a State and any Participating Subdivisions shall not be considered National Disputes. National Disputes are limited to the following:

      (i) the amount of offset and/or credit attributable to Non-Settling States;

      (ii) issues involving the scope and definition of "Product";

      (iii) interpretation and application of the terms "Covered Conduct" and "Released Entities";

      (iv) disputes over a given year's Annual Payment or the payment of the Additional Restitution Amount to all Settling States (for the avoidance of doubt, disputes between a Settling State and Teva over the amounts owed to only that State shall not be considered National Disputes);

      (v) questions regarding the performance and/or removal of the Settlement Fund Administrator;

      (vi) disputes involving liability of successor entities;

      (vii) disputes that require a determination of sufficient Subdivision and Special District participation to qualify for Incentives A, B, C, or D,;

      (viii) disputes that require interpretation of Agreement terms (i) that concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under State law; and

      (ix) any dispute subject to resolution under subsection XV.G.2 but for which all parties to the dispute agree to arbitration before the

National Arbitration Panel under the provisions of this subsection XV.G.4.

b. The "*National Arbitration Panel*" shall be comprised of three (3) neutral arbitrators. One (1) arbitrator shall be chosen by Teva, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

(i) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) days of filing, and in no event shall it take longer than one (1) year.

(ii) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the parties.

(iii) To the extent allowed under state law, a Settling State, Participating Subdivision, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

(iv) The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, Participating Subdivision, or Teva on a state law issue.

(v) The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Teva, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Teva whose resolution could prejudice the rights of a Participating Subdivision(s) or Participating Special District(s) in that Settling State, such Participating Subdivision(s) or Participating Special District(s) shall be allowed to file a statement of view in the proceeding.

c. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

d. Each party shall bear its own costs in any arbitration or court proceeding arising under this subsection XV.G. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between Teva and Settling States/Participating Subdivisions shall be split 50% by Teva and 50% by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split 50% by the Settling State and 50% by any Participating Subdivisions that are party to the dispute.

5. Prior to initiating an action to enforce pursuant to this subsection XV.G, the complaining party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

6. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of subsections XV.G.2 or XV.G.4, a committee comprising the Enforcement Committee and sufficient representatives of Teva such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for determining where the dispute shall be heard, and the committee's identification of such forum shall not be entitled to deference by the forum selected.

H. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Teva reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

XVI. Miscellaneous

A. *No Admission.* Teva does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed, or represented to be (1) an

admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Teva.

B. *Population of Subdivisions*. The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

C. *Population of Special Districts*. For any purpose in this Agreement in which the population of a Special District is used, other than the use of "Covered Special District": (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at 25% of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at 10% of the population served.

D. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at 20% of the capacity of the jail(s) operated by the sheriff.

E. *Most-Favored-Nation Provision*.

1. If Teva enters into any settlement agreement with any Non-Settling State after November 23, 2022 that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State on a net present value basis (calculated with a 7% discount rate) on overall payment terms the Non-Settling State would have received under this Agreement based on the same level of participation, then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XVI.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that the Settling State(s) may obtain, with respect to Teva, overall payment terms at least as favorable as those obtained by such Non-Settling State. "*Overall payment terms*" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims, Teva shall provide the Enforcement Committee with a copy of the settlement agreement or relevant Consent Judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that the one or more Settling State(s) believes that the overall payment terms of an agreement by Teva with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the considerations set forth in Section XVI.E.1, the Settling State(s) and Teva shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or Consent Judgment is provided to the Enforcement Committee, to Teva of its intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the Settling State's belief that it is entitled to a revision of the Agreement.

b. Teva shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Teva do not reach agreement as to the application of Section XVI.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XVI.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section XV.G.4.

d. The Settling State(s) and Teva shall be bound by the determination of the National Arbitration Panel.

4. This Section XVI.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with Teva that is entered into: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial between Teva and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Teva jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) with a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or, (c) the earlier of: (i) after a Non-Settling State has obtained any court order or judicial determination that grants judgment (in whole or in part) against Teva in the Non-Settling State's case; (ii) after a sanctions ruling against Teva in the Non-Settling State's case against Teva; or, (iii) after any ruling has issued in the Non-Settling State's case against any manufacturer, distributor, or pharmacy on the issue of joint and several liability. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.

5. This Section does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Teva and (a) federally-recognized tribe(s), (b) Non-Participating Subdivisions or (3) Non-

Participating Special Districts. This Section XVI.E will not apply to any agreement entered into more than six (6) months after the Reference Date.

F. *Tax Reporting and Cooperation*.

1. Upon request by Teva, the Settling States, Participating Subdivisions, and Participating Special Districts agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Teva to establish the statements set forth in subsection VIII.G to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of subsection XVI.F, each Settling State, Participating Subdivision, and Participating Special District shall cooperate in good faith with Teva with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official").

4. Neither Teva nor the Settling States, Participating Subdivisions, and Participating Special Districts make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation*. Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction*. None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation*. Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take

such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement*. This Agreement, its exhibits and any other attachments, including the attorneys' fees and cost agreement in Exhibit R, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution*. This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry*. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any Claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.

O. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement or in any litigation or arbitration concerning Teva's right to coverage under an insurance contract.

P. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

1. For the Attorney(s) General:

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

Tom Miller, Attorney General
Office of the Attorney General of Iowa
Attn: Nathan Blake
1305 E. Walnut St.
Des Moines, IA 50319
Nathan.Blake@ag.iowa.gov

Jonathan Skrmetti, Attorney General
Office of the Tennessee Attorney General
Attn: Michael Leftwich
P.O. Box 20207
Nashville, TN, 37202-0207
Michael.Leftwich@ag.tn.gov

2. For the Plaintiffs' Executive Committee:

Paul F. Farrell
Farrell Law
P.O. Box 1180
Huntington, WV 25714-1180
paul@farrellfuller.com

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Peter Mougey
Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502
pmougey@levinlaw.com

Paul J. Geller
Robbins Geller Rudman & Dowd LLP
120 East Palmetto Park Road
Boca Raton, FL 33432
PGeller@rgrdlaw.com

Steven Skikos
Skikos, Crawford, Skikos & Joseph, LLC
One Sansom Street, Suite 2830
San Francisco, CA 94104
sskikos@skikos.com

3. For Teva:

Eric W. Sitarchuk
Rebecca J. Hillyer
Morgan Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Eric.sitarchuck@morganlewis.com
Rebecca.hillyer@morganlewis.com

Frank Cavanagh
Director and Counsel - Government Investigations and Litigation
Teva Pharmaceuticals
400 Interpace Pkwy
Parsippany, NJ 07054
frank.cavanagh@tevapharm.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

Q. *No Waiver*. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

R. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

S. *Successors*.

1. This Agreement shall be binding upon, and inure to the benefit of, Teva and its respective successors and assigns.

2. Teva shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Teva's obligations under this Agreement.

3. Teva shall not in one (1) transaction, or a series of related transactions, sell, or transfer assets (other than sales or transfers of inventories, or sales or transfers to an entity owed directly or indirectly by Teva) having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Teva where the sale or transfer transaction is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Teva's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction. The above restriction shall not apply if Teva obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of Teva's remaining Payment Obligations under this Agreement equal to the percentage of Teva's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with the United States generally accepted accounting principles and as of the date of Teva's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This subsection XVI.S.3 shall be enforceable solely by the Enforcement Committee, and any objection under this subsection XVI.S.3 not raised within twenty (20) calendar days from the date that Teva transmits notice of the transaction to the Enforcement Committee is waived. Any dispute under this subsection XVI.S.3 shall be a National Dispute as described in subsection XV.E and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

T. *Modification, Amendment, Alteration*. After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Teva along with the signatures of at least thirty-seven (37) of those then-serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to subsection VIII.F.2, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment, or alteration of this Agreement including at least one Participating Subdivision-appointed member; or (2) in States without any advisory committee, that 50.1% of the Participating Subdivisions by population expressed approval of the modification, amendment, or alteration of this Agreement in writing. Provided, however, in the event the modification, amendment, or alteration relates to injunctive relief, interstate allocation between the Settling States, intrastate allocation in a particular Settling State, or fees or costs of Settling States and Participating Subdivisions, then every Settling State and each Participating Subdivision affected by that modification, amendment, or alteration

must assent in writing. Provided further that, in the event the modification, amendment, or alteration relates to injunctive relief, then such amendment, modification, or alteration of injunctive relief against Teva will not be effective unless and until any Consent Judgment is modified by a court of competent jurisdiction, except as otherwise provided by the Injunctive Terms.

U. *Termination.*

1. Unless otherwise agreed to by Teva and the Settling State in question, this Agreement and all of its terms (except subsection XVI.O and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

    a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or

    b. This Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

2. If this Agreement is terminated with respect to a Settling State and its Participating Subdivisions for whatever reason pursuant to subsection XVI.U.1, then:

    a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Teva and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

    b. Teva and the Settling State and its Participating Subdivisions in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and Claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Teva and the Settling

State and its Participating Subdivisions in question shall be in the same position with respect to those actions and Claims as they were at the time the action or Claim was stayed or dismissed.

3. Unless Teva and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 13, *provided* that Teva has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Agreement, all releases under this Agreement will remain effective despite any termination under this paragraph.

V. *Waiver*. Teva, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of any of its business affairs: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes, in each case until such time as all of Teva's obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Teva's obligations hereunder are satisfied in full, Teva's rights to execute a divisional merger or equivalent transaction or restructuring that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

W. *Affirmative Representation of Solvency.* Teva Pharmaceutical Industries Ltd. and Teva Pharmaceuticals USA, Inc. hereby warrant and represent that, as of the date of the execution of this Agreement, it is not insolvent as such term is defined and interpreted under 11 U.S.C. §§101 et seq. ("Code") including, without limitation, Code §§ 547 and 548.

X. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Teva or against which Teva is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

Agenda: 03/21/2023
Item: 13

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 15, 2023
Subject: A Project Agreement between the City of Bethany and the Oklahoma Department of Transportation regarding Rt. 66/39th Expressway improvements from N. Asbury Avenue to N. Redmond Avenue. This agreement is the next step towards a 3-way partnership between the Oklahoma Department of Transportation (ODOT), Southern Nazarene University (SNU) and the City of Bethany (COB). Improvements will include installation of sidewalks, removal of on street parking on the North side of SH 66 and adding sidewalks, crossings and new decorative pedestrian and traffic signals.

BACKGROUND

The attached agreement will allow the City of Bethany to enter into a direct agreement with the Oklahoma Department of Transportation to make improvements, modifications, and repairs to a portion of SH 66 on the NW 39th Expressway from N. Asbury Avenue to N. Redmond Avenue. This construction project will remove on street parking on the North side of SH 66, install sidewalk and ADA compliant ramps and crossings, and new decorative pedestrian and traffic signals at the intersections of N. Asbury Ave, N. College Ave., and N. Peniel Ave. This project requires a 25% match from the COB and SNU which totals $507,401.70. ODOT will pay the remainder. The cost breakdown is as follows:

365,289.22	SNU
142,112.48	COB (from Stabilization Reserve Fund)
1,522,205.10	ODOT
2,029,606.80	**- Project total**

The City of Bethany is grateful for the contributions by the Oklahoma Department of Transportation and Southern Nazarene University for these much-needed improvements to Bethany's infrastructure and corridor enhancements to SH 66.

RECOMMENDATION

1. Approve Resolution No. 1671 Project Agreement with the State of Oklahoma Department of Transportation and authorize the mayor to sign the documents contract on behalf of the City of Bethany.

ADDITIONAL COMMENTS

The Traffic Committee met on January 31, 2023, and recommended council approval of this project. The City Council received a presentation on this project on February 7, 2023. The City Council passed the agreement between the City of Bethany and Southern Nazarene University on February 21, 2023.

RESOLUTION NO. 1671

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BETHANY, OKLAHOMA:

WHEREAS, it is in the best interest of the City of Bethany, Oklahoma, to execute that certain project agreement for Job Piece Number 36349(04), by and between the City of Bethany and the Oklahoma Department of Transportation;

NOW THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Bethany, and duly signed by the Mayor on this __ day of _____, 20___.

CITY OF BETHANY

Mayor

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, _____

City Attorney

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION
PROJECT AGREEMENT NO. 36349(04) NHPP-255N(604)PM

INTERSECTION MODIFICATION AT SH-66 BEGINNING AT N. DONALD AVENUE
EXTEND WEST THREE BLOCKS
TO N. ASBURY AVENUE

THIS AGREEMENT, made the day and year last written below, by and among the City of Bethany, hereinafter referred to as the **CITY** and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the **DEPARTMENT**, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

WHEREAS, the **DEPARTMENT** is charged under the laws of the State of Oklahoma with the construction and maintenance of state highways and bridges; and,

WHEREAS, the **DEPARTMENT**, as part of its responsibilities for the construction and maintenance of state highways and bridges, must cooperate with the local entities of government to allow the location, construction and maintenance of mutual use facilities pursuant to Title 69 OS §304; and

WHEREAS, receipt of the benefits of this project will require that the **CITY** assume certain financial obligations; and,

WHEREAS, the **CITY** is a municipal corporation and charter city created and existing under the Constitution and laws of Oklahoma; and,

WHEREAS, the Constitution and laws of the State of Oklahoma impose fiscal limitations on the **CITY** and its ability to agree to financial obligations; and,

WHEREAS, the parties hereto recognize those fiscal limitations and agree that the financial obligations assumed by the **CITY** by the terms of this agreement are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Oklahoma Constitution Article 10, Section 26, the payment of **CITY** funds in the future will be limited to appropriations and available revenues in the then-current **CITY** fiscal year;

NOW THEREFORE, subject to the limitations herein before described and the limitations of applicable Oklahoma law, the **DEPARTMENT** and the **CITY**, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 The **DEPARTMENT** will request approval from the Transportation Commission for participation in the project that consists of an intersection modification at SH-66 BEGINNING AT N. DONALD AVENUE EXTEND WEST THREE BLOCKS TO N. ASBURY AVENUE.

1.2 The **DEPARTMENT** will recommend approval of the project by the Federal Highway Administration (FHWA).

1.3 The **CITY** shall by resolution, duly authorize the execution of this agreement by proper officials and attach copies of such resolution to this agreement.

1.4 The **CITY** shall each comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act 1964."

1.5 The **DEPARTMENT** and the **CITY** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The **DEPARTMENT** and **CITY** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The **CITY** shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E).

2.1.1 The design and plans shall be subject to review and approval by DEPARTMENT and shall conform to current State and AASHTO policies and standards, as modified by the **DEPARTMENT**.

2.2 To the extent permitted by law, all data prepared under this agreement shall be made available to the **DEPARTMENT** without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged.

2.3 The **DEPARTMENT** will conduct the environmental studies and prepare the National Environmental Protection Act documents as required.

2.4 The **DEPARTMENT** will forward the environmental documents to FHWA for approval.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The **CITY** warrants that, they have or will acquire all land, property, or rights-of-way in their respective jurisdictions needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the **DEPARTMENT's** guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The **CITY** shall remove, at its own respective expense, or cause the removal of, all encroachments on existing streets as shown on said plans.

3.3 In exchange for the consideration provided from and through the **DEPARTMENT**, the **CITY** shall convey title to the State of Oklahoma on all tracts of land acquired in the name of the respective city on the State or Federal Highway System (if any) in accordance with Oklahoma Administrative Code Title 730, Chapter 20, Section 730:20-1-2.

3.4 The **CITY** warrants that utility adjustment costs are included as a part of the agreement and will certify prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with **DEPARTMENT** policies to accommodate the construction of said project prior to the beginning of any work and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

SECTION 4: CONSTRUCTION RESPONSIBILITIES

4.1 The **CITY** agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

4.2 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the

DEPARTMENT and the **CITY** with jurisdiction over that portion of the roadway improvement.

4.3 Upon approval of this agreement and the plans, specifications, and estimates by the Federal Highway Administration, the **DEPARTMENT** will advertise and let the contract for this project in the usual and customary manner. It is agreed that the projects herein contemplated are proposed to be financed as described in this agreement, and that this agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.

4.4 The **DEPARTMENT**, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E.

4.5 Upon completion of the project, the new roadway will be maintained by the appropriate jurisdiction in accordance with the Oklahoma Transportation Commission Policy.

SECTION 5: CONSTRUCTION FUNDING

5.1 The total estimated construction cost is **$2,029,607**. The **DEPARTMENT** agrees to provide **75%**. The **CITY** agrees that local funds shall be used to provide their obligation of **25%** which shall be deposited with the **DEPARTMENT** prior to the advertisement for bids.

5.2 It is understood by the **CITY** and the **DEPARTMENT** that the funding participation herein will not be altered due to bid prices, construction supervision cost and other cost incurred during construction. The **CITY** will be responsible for payment of its required funding share within 45 days of receipt of a **DEPARTMENT** invoice.

SECTION 6: PRIOR UNDERSTANDING

6.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 7: AMENDMENTS OR MODIFICATION OF AGREEMENT

7.1 No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the **DEPARTMENT** shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this agreement.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the city of Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

SECTION 10: TERMINATION

10.1 This agreement may be terminated by any of the following conditions:

10.1.1 By mutual agreement and consent, in writing of both parties.

10.1.2 By the **DEPARTMENT** by written notice to the **CITY** as a consequence of failure to perform the services set forth herein in a satisfactory manner.

10.1.3 By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

10.1.4 By the **DEPARTMENT** for reasons of its own and not subject to the mutual consent of the **CITY** upon five (5) days written notice to the **CITY**.

10.1.5 By satisfactory completion of all services and obligations described herein.

10.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the **DEPARTMENT** and the **CITY** under this agreement. If the

potential termination of this agreement is due to the failure of either the **DEPARTMENT** or the **CITY** to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 11: RECORDS

11.1 The **CITY** is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement, for inspection by the **DEPARTMENT** and the State Auditor and Inspector, and copies thereof shall be furnished to the **DEPARTMENT** if requested.

SECTION 12: NOTICES

12.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this agreement shall be in writing and shall be deemed to have been properly given or sent:

12.1.1 If intended for the **DEPARTMENT**, by mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Oklahoma Department of Transportation
District 4 Engineer
Trenton January
2609 HWY W.
Perry, OK 73077

12.1.2 If intended for the **CITY**, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

City of Bethany
Mayor Nikki Lloyd
6700 NW 36th Street
Bethany, OK 73008

SECTION 13: HEADINGS

13.1 Article headings used in this agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This agreement shall be binding upon and inure to the benefit of the **DEPARTMENT** and the **CITY**, severally, and shall be binding upon their successors and assigns, respectively, subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause, or paragraph of this agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This agreement shall become effective on the date of execution by the **DEPARTMENT's** Deputy Director/Chief Engineer or designee as the last party to execute this agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Deputy Director/Chief Engineer of the **DEPARTMENT** or designee, pursuant to authority vested by the Transportation Commission, has hereunto subscribed his name as Deputy Director/Chief Engineer of the **DEPARTMENT** and the **CITY** have each severally executed same pursuant to authority prescribed by law. The **CITY** on the __ day of _____, 20___, and the **DEPARTMENT** on the __ day of _____, 20___.

CITY OF BETHANY

Reviewed For Form And Legality:

City Attorney Date

Attest:

City Clerk Date Mayor Date

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended For Approval: **Approved As To Form And Legality:**

District 4 Engineer Date General Counsel Date

Approved:

Deputy Director/Chief Engineer Date

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION
PROJECT AGREEMENT NO. 36349(04)

INVOICE

Make check PAYABLE, and MAIL TO: **Oklahoma Department of Transportation**
Comptroller Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

To: City of Bethany
Mayor Nikki Lloyd
6700 NW 36th Street
Bethany, Oklahoma 73008

Invoice Number: _____

Division Name: Project Management Division
Date: _____

Description - Explanation of Charge	Total
Due Date: _____ Surface, Striping, Signalization & Pedestrian Crossing, SH-66 from N. Donald Avenue extend west three blocks to N. Asbury Avenue. Job Piece Number 36349(04) <u>Cost Breakdown</u> Engineers Estimate: E&C:	$2,029,607.00
Total City of Bethany Costs: (25%)	$507,402.00
Accounting Use Only	

____ Purchaser Copy
____ Remit with Payment
____ Retain in Division
____ To Comptroller

OKLAHOMA DEPARTMENT OF TRANSPORTATION					
FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
6	OKLA.	36349(04)		0001	26

REVISIONS	
DESCRIPTION	DATE

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED

CITY STREETS

FEDERAL AID PROJECT NO. NHPP-255N(604)PM
PEDESTRIAN IMPROVEMENT PLANS

CITY OF BETHANY
OKLAHOMA COUNTY

STATE JOB NO. 36349(04)



LOCATION MAP

DISTRICT IV

APPROX. CENTER OF CONST.
LATITUDE: 34° 53' 25.85" N
LONGITUDE: 103° 59' 19.98" W

INDEX OF SHEETS

0001	TITLE
0002	TYPICALS
AR01	SUMMARY OF PAY QUANTITIES & NOTES (ROADWAY)
AT01	SUMMARY OF PAY QUANTITIES & NOTES (SIGNAL)
AT02	SUMMARY OF PAY QUANTITIES & NOTES (SIGNING & STRIPING)
AT03	SUMMARY OF PAY QUANTITIES & NOTES (TRAFFIC)
R001	STORMWATER MANAGEMENT PLAN
R002-R005	ADA CURB RAMP DETAILS
R006-R007	REMOVALS
R008-R010	PLAN & PROFILE
T001-T003	SIGNAL LAYOUTS
T004-T005	SIGNING & STRIPING LAYOUTS
T006-T010	CONSTRUCTION TRAFFIC CONTROL

THE FOLLOWING STANDARD DRAWINGS WILL BE NEEDED

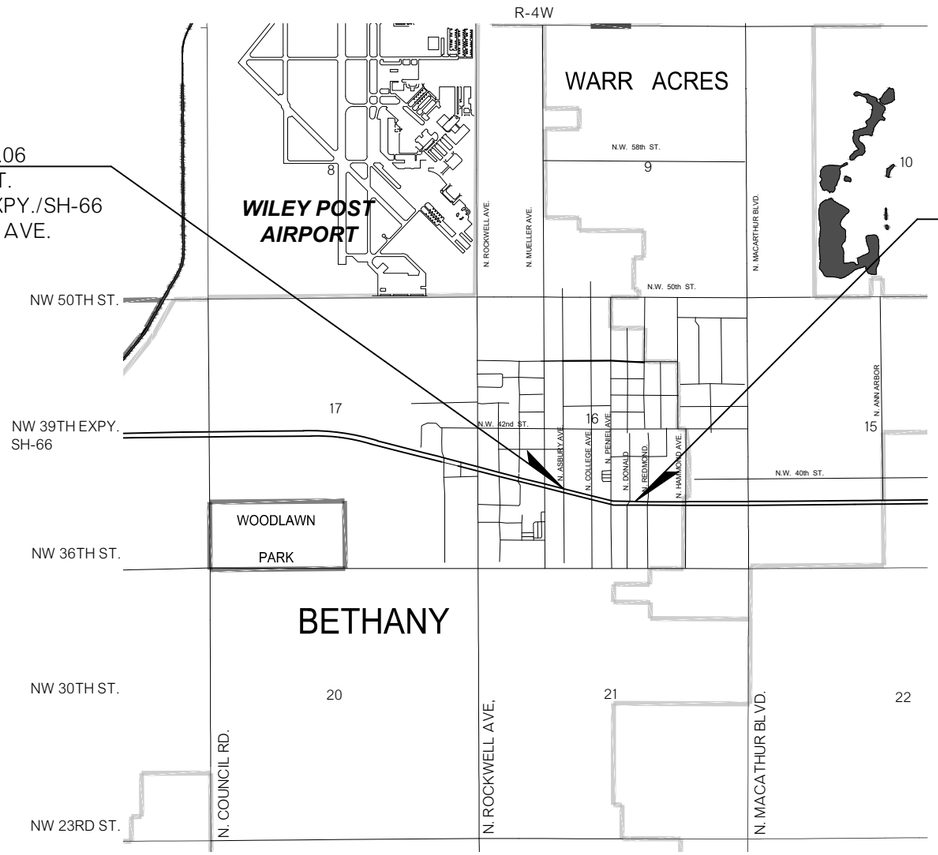
SCALES	1"	
PLAN:	1" =	20'
PROFILE HORIZ.:	1" =	20'
VERT.:	1" =	4'
LAYOUT MAP:	1" =	1490'

LEVEL DATA IS MEAN SEA LEVEL (USC&GS)
BEARINGS ARE FROM OBSERVATION OF POLARIS.

CONVENTIONAL SYMBOLS

- PROPOSED ROAD
- RAILROADS
- RANGE & TOWNSHIP
- SECTION LINES
- QUARTER SECTION LINES
- FENCES
- GROUND LINE
- EXISTING ROADS
- BASE LINE
- GRADE LINES (+2% / -2%)
- TELEPHONE & TELEGRAPH
- POWER LINES
- BUILDINGS
- DRAINAGE STRUCTURES - IN PLACE
- DRAINAGE STRUCTURES - NEW
- PRES. R/W — RIGHT-OF-WAY LINES - EXISTING
- R/W — RIGHT-OF-WAY LINES - NEW
- RIGHT-OF-WAY MARKERS - IN PLACE
- RIGHT-OF-WAY MARKERS - REMOVE & REPLACE
- RIGHT-OF-WAY MARKERS - NEW
- CONTROLLED ACCESS
- RIGHT-OF-WAY FENCE

2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, DECEMBER 18, 2019.



THIS CONST. IS ENTIRELY LOCATED WITHIN THE CORPORATE AND URBAN LIMITS OF THE CITY OF BETHANY.
NOTE: CONST. LENGTH BASED ON ℄ STATIONING.

SIDEWALK LENGTH	1501.04 FT.	0.284 MI.
BRIDGE LENGTH	NONE	
PROJECT LENGTH		0.284 MI.

EQUATIONS: NONE

EXCEPTIONS: NONE

60% PLANS
NOT FOR CONSTRUCTION

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

SMITH ROBERTS BUDISCHWILER, LLC
ENGINEERING
SURVEYING
PLANNING
OKLAHOMA CITY
100 N.E. 5th Street
Oklahoma City, Oklahoma 73104
T: 405.840.7094
F: 405.840.9116
www.srbok.com
NORMAN
2500 McGee Drive, Suite 100
Norman, OK 73072
T: 405.418.2288
F: 405.418.2289
srb@srbok.com
CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2023

SUBMITTED FOR APPROVAL BY:

MARC A. LONG
REGISTERED PROFESSIONAL ENGINEER NO. 17711

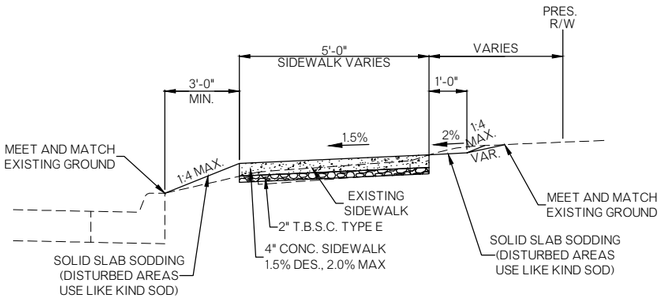
MARC A. LONG — 17711 — OKLAHOMA — PRELIMINARY — NOT FOR CONSTRUCTION

OKLAHOMA DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION
DATE APPROVED	DATE APPROVED
BY	BY
CHIEF ENGINEER	DIVISION ADMINISTRATOR

SWO N/A CONST. NO. NHPP-255N(604)PM
COUNTY OKLAHOMA ROADWAY SH-66 / NW 39TH EXPRESSWAY SHEET NO. 0001

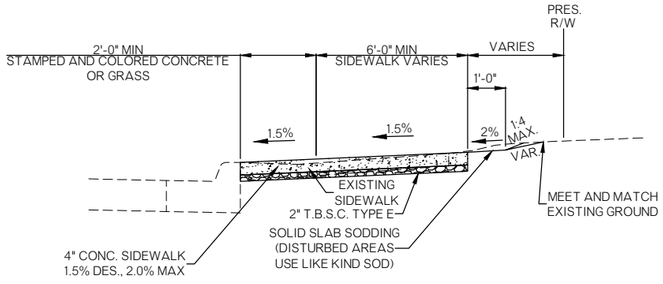
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DESCRIPTION	REVISIONS	DATE



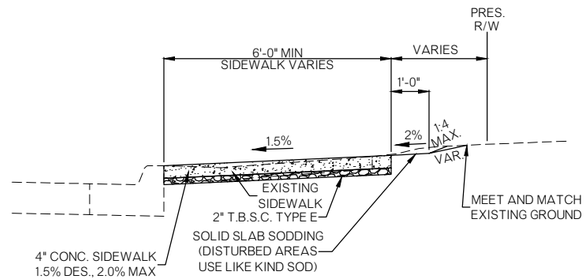
TYPICAL SECTION NO. 1

DETAIL OF SIDEWALKS AWAY FROM CURB
RT. OR OPPOSITE HAND FOR LT.



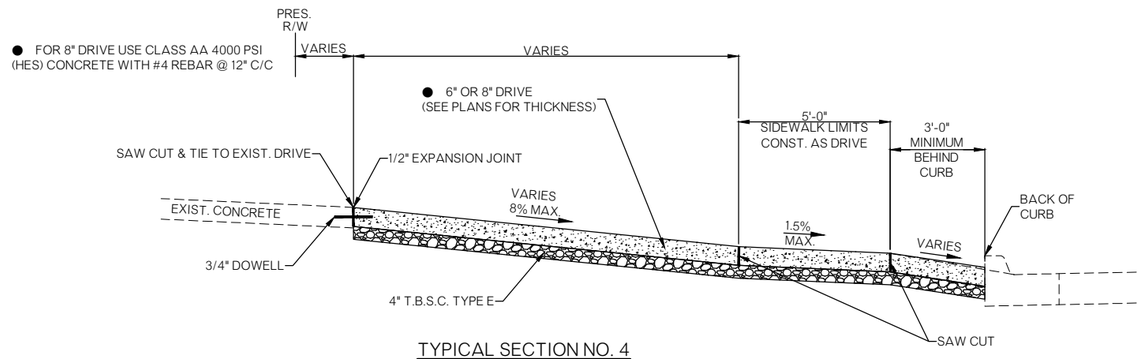
TYPICAL SECTION NO. 2

DETAIL OF SIDEWALKS W/ DETECTABLE EDGE TREATMENT
RT. OR OPPOSITE HAND FOR LT.



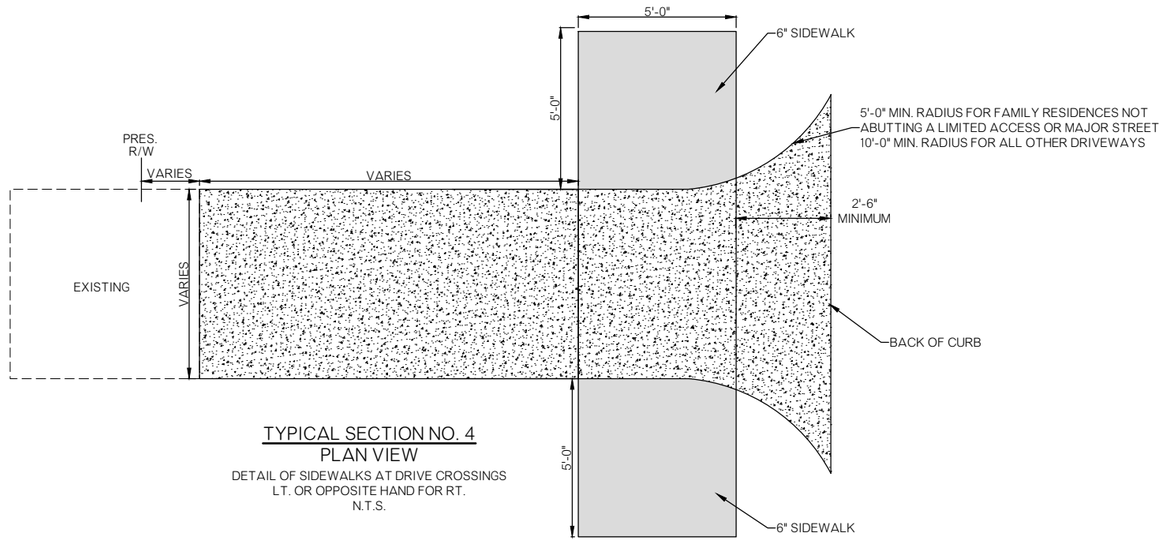
TYPICAL SECTION NO. 3

DETAIL OF SIDEWALKS AT BACK OF CURB
RT. OR OPPOSITE HAND FOR LT.



TYPICAL SECTION NO. 4
ELEVATION VIEW

DETAIL OF SIDEWALKS AT DRIVE CROSSINGS
LT. OR OPPOSITE HAND FOR RT.
N.T.S.



TYPICAL SECTION NO. 4
PLAN VIEW

DETAIL OF SIDEWALKS AT DRIVE CROSSINGS
LT. OR OPPOSITE HAND FOR RT.
N.T.S.

60% PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND
IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		TYPICALS
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. 0002

DESCRIPTION	REVISIONS	DATE

GENERAL CONSTRUCTION NOTES

IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

MAINTENANCE OF THROUGH TRAFFIC INCLUDES THE MAINTENANCE OF THE EXISTING ROAD IN CLOSE PROXIMITY TO THE NEW CONSTRUCTION AS SHOWN ON THE PLANS.

ALL TREES, BRUSH, AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER IS TO BE CLEANED OUT TO THE RIGHT-OF-WAY LINE, AT EACH STRUCTURE AND BRIDGE, IN A MANNER APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

ALL FLOWLINES THAT ARE TO BE FILLED SHALL BE THOROUGHLY TAMPED BEFORE CONSTRUCTION OR EXTENSION OF DRAINAGE STRUCTURES. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

IN ORDER TO ALLEVIATE DUST CONDITIONS DURING GRADING OPERATIONS AND BEFORE PAVEMENT WORK IS COMPLETED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.

AREAS ON WHICH SALVAGED TOPSOIL IS TO BE REPLACED SHALL HAVE 18-46-0 FERTILIZER APPLIED, AT THE RATE OF 150 POUNDS PER ACRE, JUST PRIOR TO THE REPLACEMENT OF SALVAGED TOPSOIL.

THE CONTRACTOR SHALL REMOVE AND RESET MAILBOXES AS NECESSARY. MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. ANY DAMAGE TO BOXES OR SUPPORTS SHALL BE REPAIRED BY THE CONTRACTOR. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

SURFACING OF RETURNS, UNLESS OTHERWISE SHOWN ON THE PLANS, SHALL BE OF THE SAME MATERIAL (BASE AND SURFACE) AS THAT OF THE ABUTTING SHOULDER OF THE MAINLINE. BASE AND SURFACE THICKNESS SHALL BE THE THICKNESS SHOWN ON PLANS.

T.B.S.C SURFACES SHALL BE SPRINKLED WITH WATER AND ROLLED WITH A PNEUMATIC ROLLER IN A MANNER APPROVED BY THE ENGINEER.

PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.

PAY QUANTITY NOTES

(R-1) PAYMENT FOR THIS ITEM WILL BE BASED ON PLAN QUANTITY ONLY. SEE SECTION 109.01B OF THE STANDARD SPECIFICATIONS.

(R-2) ESTIMATED QUANTITY ONLY. TO BE USED IN A MANNER APPROVED BY THE ENGINEER, FOR MISCELLANEOUS GRADING.

(R-4) AN ESTIMATED QUANTITY OF 200 C.Y. TOPSOIL TO BE RESERVED FOR REPLACEMENT OF APPROXIMATELY 5" ON COMPLETED FORESLOPES, DITCHES, AND BACKSLOPES. THIS QUANTITY IS INCLUDED IN THE EARTHWORK BALANCE. ANY ADDITIONAL EXCAVATION REQUIRED IN CUT SECTIONS TO ALLOW FOR PLACEMENT OF TOPSOIL TO FINAL GRADE, SHALL BE INCLUDED IN THE PRICE BID.

(R-6) FOR 205(A) TYPE-A SALVAGED TOPSOIL PRICE BID TO INCLUDE COST OF 18-46-0 FERTILIZER, ESTIMATED AT 150 POUNDS PER ACRE.

FOR 230(A) SOLID SLAB SODDING PRICE BID TO INCLUDE COST OF 10-20-10 FERTILIZER, ESTIMATED AT 200 POUNDS PER 1000 SQ. YDS.

(R-7) FOR 230(A) SOLID SLAB SODDING PRICE BID TO INCLUDE COST OF WATERING, ESTIMATED AT 40 GALLONS PER SQ. YD.

(R-8) PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE.

(R-18) ESTIMATED AT 140 LBS. PER CU. FT.

(R-31) QUANTITY INCLUDES AN ESTIMATED 10 C.Y. TO BE USED AS DIRECTED BY THE ENGINEER

(R-37) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.

(R-38) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.

(R-39) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202.06 UNCLASSIFIED EXCAVATION.

GENERAL PLAN NOTES

(1) PAY ITEM INCLUDES TWENTY-EIGHT (28) WHEELCHAIR RAMPS AND ADDITIONAL CURBING TO MINIMIZE EARTHWORK. CURB REMOVAL, SAWING PAVEMENT, SEALANT AND ALL OTHER MISCELLANEOUS WORK NEEDED TO COMPLETE THE RAMP AND CURB INSTALLATIONS SHALL BE INCLUDED IN THE BID PRICE.

(2) TYPICAL WIDTH IS 2' OUTSIDE OF SIDEWALK, BUT COST TO INCLUDE LEVELING OF GREEN SPACE BETWEEN SIDEWALK AND CURB TO DRAIN TOWARD CURB IF NEEDED.

(3) PRIOR TO EXCAVATION OR REMOVAL OPERATIONS THE CITY SHALL COORDINATE RELOCATION OF EXISTING SPRINKLER SYSTEMS WITH PROPERTY OWNERS AT PROPERTY OWNERS' EXPENSE.

(4) QUANTITY HAS BEEN INCREASED BY 20% FOR UNKNOWN AREAS OF DISTURBANCE.

(5) DETECTABLE EDGE TREATMENT TO BE COLORED & STAMPED. REFER TO SHEETS R008-R010.

(6) PAY ITEM TO INCLUDE SAWCUTTING PAVEMENT AND SHALL BE CONSIDERED INCIDENTAL.

(7) PAY ITEM TO INCLUDE EXISTING STREET FURNITURE, SUCH AS BENCHES, BIKE RACKS, AND PLANTERS, TO BE SALVAGED DURING REMOVAL, SAFELY STORED, AND THEN REINSTALLED AT THE CONCLUSION OF HARDSCAPE IMPROVEMENTS. SHOULD THE STREET FURNITURE BE DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE WITH LIKE, NEW KIND.

(8) CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCES EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST OBTAIN A PERMIT FROM ODEQ (FORM 606-002A) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. THIS MEANS THAT LAND DISTURBANCE OF ONE (1) ACRE OR MORE MUST PERMIT WITH ODEQ AND THE CITY OF OKLAHOMA CITY, STORM WATER QUALITY.

(9) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION.

(10) A COPY OF THE EROSION CONTROL SITE PLAN MUST ALWAYS BE ON SITE AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.

GENERAL A.D.A. NOTES

ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, PATHS, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS WILL COMPLY WITH PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), PUBLISHED JULY 26, 2011. WHERE SPECIAL LIMITATIONS OF EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR WILL NOT PROCEED WITH ANY OF THE WORK WHICH IS NOT IN FULL COMPLIANCE WITH PROWAG WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF PROWAG FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

THE CROSS SLOPE FOR PATHS, SIDEWALKS, AND RAMPS WITHIN THE LIMITS OF AN ACCESSIBLE ROUTE WILL NOT EXCEED 1:50 OR 2%.

RAMP LONGITUDINAL SLOPES WILL NOT EXCEED 1:12 OR 8.33%.

THE CONTINUOUS PATH'S CROSS SLOPE WILL NOT EXCEED 2% THROUGH DRIVEWAYS. SEE DRIVEWAY DETAIL ON O.D.O.T. STANDARD DRAWING WCR-4 AND SPECIAL DRIVEWAY DETAILS.

SIDEWALK AND RAMP LOCATIONS HAVE BEEN DEPICTED WITHOUT KNOWLEDGE OF ULTIMATE UTILITY STRUCTURES LOCATIONS. LOCATIONS WILL BE ADJUSTED TO AVOID ABOVE GRADE UTILITY STRUCTURES SUCH AS UTILITY POLES, RISERS, GUY ANCHORS, AND OTHER ABOVE GRADE APPURTENANCES. NO SUCH STRUCTURES WILL BE ALLOWED WITHIN THE "PEDESTRIAN ACCESS ROUTE" AS DEFINED BY PROWAG.

CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING AND LOCATING UTILITIES PRIOR TO CONSTRUCTION.

OKLAHOMA COUNTY
JP NO. 36349(04)
100 ROADWAY

PAY QUANTITIES - ROADWAY

ITEM NO.	ITEM DESCRIPTION		UNIT	QUANTITY
201(A)1200	CLEARING AND GRUBBING	(3)	LSUM	1
202(D)2500	UNCLASSIFIED BORROW	(3)(R-1,2)	CY	400
205(A)6200	TYPE-A SALVAGED TOPSOIL	(2)(R-4,6)	LSUM	1
221(B)2300	TEMPORARY SILT FENCE	(13)(R-8)	LF	2,500
230(A)7200	SOLID SLAB SODDING	(2,4)(R-6,7)	SY	2,750
402(E)2600	TRAFFIC BOUND SURFACE COURSE TYPE E	(R-18)	TON	640
414(E)5600	FULL DEPTH P.C.C. PATCH (PLACEMENT)		SY	34
509(D)0500	CLASS C CONCRETE	(R-31)	CY	10
609(B)4360	2'-8" COMB. CRB. & GUT. (6" BARRIER)		LF	820
609(B)4375	2'-8" COMB. CRB. & GUT. (8" BARRIER)		LF	1,670
610(A)5200	4" CONCRETE SIDEWALK		SY	1,605
610(A)5230	8" CONCRETE SIDEWALK	(1)	SY	248
610(B)5310	6" CONCRETE DRIVEWAY		SY	147
610(I)6000	TACTILE WARNING DEVICE-NEW		SF	405
610(J)6100	(PL) STAMPED CONCRETE FINISH	(5)	SY	330
612(A)3200	MANHOLE ADJUST TO GRADE		EA	2
612(E)3600	VALVE BOXES ADJUST TO GRADE		EA	9
612(F)3700	METER BOXES ADJUST TO GRADE		EA	7
612(G)3800	FIRE HYDRANT RESET		EA	2
619(A)6200	REMOVAL OF STRUCTURES & OBSTRUCTIONS	(3,6,7)(R-37,38)	LSUM	1
619(B)6356	REMOVAL OF CURB AND GUTTER	(3,6)(R-38,39)	LF	2,450
619(B)6360	REMOVAL OF CONCRETE PAVEMENT	(3,6)(R-38,39)	SY	1,700
619(B)6404	REMOVAL OF SIDEWALK	(3,6)(R-38,39)	SY	2,607

OKLAHOMA COUNTY
JP NO. 36349(04)
600 STAKING

PAY QUANTITIES - STAKING

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
642(B)3300	CONSTRUCTION STAKING LEVEL II	LSUM	1

OKLAHOMA COUNTY
JP NO. 36349(04)
640 CONSTRUCTION

PAY QUANTITIES - CONSTRUCTION

ITEM NO.	ITEM DESCRIPTION		UNIT	QUANTITY
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	(8,9,10)	LSUM	1
641 2110	MOBILIZATION		LSUM	1

60% PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		SUMMARY OF PAY QUANTITIES & NOTES (ROADWAY)
CHECKED		
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA ROADWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. AR01

Z:\116856\DRAWINGS\116895 SUMMARY OF PAY (ROADWAY).DWG 3/8/2023 9:25 AM

GENERAL CONSTRUCTION NOTES

THE STRUCTURAL DESIGN OF ALL POLES, MAST ARMS, HIGH-MAST POLES, AND OTHER SUPPORTS FOR SIGNS, LUMINAIRES, AND SIGNALS, AS WELL AS THEIR CONNECTIONS, SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS. THE MANUFACTURER SHALL ENSURE THE FOLLOWING ARE APPLIED TO THE DESIGN:

THE MINIMUM DESIGN WIND SPEED AND DESIGN LIFE AS REQUIRED IN THE AASHTO SPECIFICATIONS;

THE CALCULATED STRESSES AND FORCES FROM THE DESIGN LOADINGS DO NOT EXCEED THOSE REQUIRED IN THE AASHTO SPECIFICATIONS;

A CATEGORY I FATIGUE IMPORTANCE FACTOR (IF) FOR ALL STRUCTURES; NO VIBRATORY MITIGATION SHALL BE ALLOWED. TRUCK-INDUCED GUSTS SHALL BE APPLIED TO ALL OVERHEAD TRAFFIC SIGNAL SUPPORTS.

ALL MEMBERS ARE AT LEAST THE MINIMUM THICKNESS AS REQUIRED IN THE AASHTO SPECIFICATIONS;

LUMINAIRE MAST ARMS SHALL BE DESIGNED TO SUPPORT AT LEAST A 50 LB. (22.7 KG) LUMINAIRE WITH AN EFFECTIVE PROJECTED AREA OF 2.5 FT2 (0.23 M2); THE ANCHOR BOLT DESIGN AND AMOUNT OF ANCHOR BOLTS TO BE USED SHALL BE AS REQUIRED IN THE AASHTO SPECIFICATIONS.

SIGNAL MAST ARMS AND POLES SHALL BE DESIGNED FOR SPECIFIC SIGNAL HEAD AND SIGN PLACEMENT.

UNLESS SITE SPECIFIC GEOTECHNICAL DATA IS AVAILABLE, FOUNDATIONS SHALL BE DESIGNED UTILIZING THESE PARAMETERS: SHEAR STRENGTH OF COHESIVE SOIL (C) OF 500 PSF, ANGLE OF INTERNAL FRICTION (Φ) OF 22 DEGREES, AND EFFECTIVE UNIT WEIGHT OF SOIL (Γ) OF 120 PCF

MINIMUM HAND HOLE SIZE OF 3 INCH WIDTH BY 5 INCH HEIGHT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE HE MAY INFLICT TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF HIS DIGGING, TRENCHING, BORING, ETC.... PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION LISTED WITH THE FOLLOWING AGENCIES:
THE "OKIE" NOTIFICATION CENTER 811 OR (405) 522-6543 OR WWW.CALLOKIE.COM OR THE LOCAL COUNTY CLERK'S OFFICE.

EXISTING ROADWAY SHALL REMAIN OPEN DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTS, AND SIGNING WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SIGNING WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS.

SYMBOLS AND LEGENDS ARE DIAGRAMMATIC ONLY AND LOCATIONS SHALL BE ADJUSTED FOR EXISTING FIELD CONDITIONS, BUT NO MAJOR ALTERATIONS OR RELOCATIONS WILL BE MADE WITHOUT FIRST CONSULTING WITH THE TRAFFIC ENGINEERING DIVISION AT (405) 521-2861.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

ALL BROKEN CONCRETE, WASTE MATERIAL, AND DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN AN AREA APPROVED BY THE ENGINEER. NO PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.

PAY QUANTITY NOTES

(TP-1) PAYMENT FOR THIS ITEM WILL BE BASED ON PLAN QUANTITY. SEE THE 2019 SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

(1) POLYMER CONCRETE PULL BOXES SHALL BE USED.

(2) PAY ITEM IS FOR THE REMOVAL OF TRAFFIC SIGNAL EQUIPMENT NECESSARY TO INSTALL NEW SIGNAL AND PEDESTRIAN EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO TRAFFIC SIGNAL POLES, MAST ARMS, HEADS, PULL BOXES, CABLE AND WIRING.

(3) PAY ITEM IS FOR THE REMOVAL AND RELOCATION OF TRAFFIC SIGNAL EQUIPMENT NECESSARY TO INSTALL NEW SIGNAL AND PEDESTRIAN EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO MAST ARM MOUNTED SIGNS, PULL BOXES, CABLE AND WIRING.

(4) CONTRACTOR SHALL PROVIDE POLARA 2-WIRE NAVIGATOR ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON OR APPROVED EQUAL. R10-3E PEDESTRIAN PUSH BUTTON SIGNS SHALL BE USED. PUSH BUTTON HOUSING AND MOUNTING HARDWARE SHALL BE BLACK.

(5) RED, YELLOW AND GREEN LED TRAFFIC SIGNAL HEADS SHALL BE FURNISHED AND INSTALLED ON THIS PROJECT. THE LED TRAFFIC MODULES, LENSES, AND ALL ASSOCIATED MATERIAL AND EQUIPMENT SHALL CONFORM TO I.T.E. VEHICLE TRAFFIC CONTROL SIGNAL HEAD (VTCSH) STANDARDS IN EFFECT AT THE TIME THAT THE ORDER IS PLACED. LED HEADS SHALL BE CAPABLE OF OPERATING WITHOUT A REFLECTOR.

(6) LED INTERNATIONAL HEADS DISPLAYING INCANDESCENT LOOKING FULLY-ILLUMINATED SYMBOLS (WALKING PERSON AND UPRAISED HAND) SHALL BE REQUIRED ON THIS PROJECT.

THESE PEDESTRIAN HEADS SHALL ALSO BE COUNTDOWN TYPE HEADS. ALL PEDESTRIAN HOUSING AND MOUNTING HARDWARD SHALL BE BLACK.

(7) REFLECTORIZED BACKPLATES SHALL BE SUPPLIED ON THIS PROJECT IN ACCORDANCE WITH GENERAL NOTE 4 ON ODOT'S STANDARD DRAWING SA1-1-(LATEST REVISION).

(8) PAY ITEM SHALL INCLUDE LABOR AND INCIDENTAL EQUIPMENT NECESSARY FOR THE REWIRING OF THE INTERSECTION FROM THE POLES TO THE CONTROLLER AND CONNECTING TO EXISTING POWER SERVICE LOCATION. PAY ITEM ALSO INCLUDES ANGLING EXISTING OR NEW SIGNAL HEADS DURING ALL PHASES OF CONSTRUCTION FOR LINE OF SIGHT NEEDED FOR ONCOMING TRAFFIC.

(9) THE HAND HOLES AT THE BASE OF THE POLES SHALL BE PLACED AT 135 DEGREES CLOCKWISE FROM THE MAST ARMS IN ORDER TO AVOID CONFLICTS WITH THE PEDESTRIAN PUSH BUTTONS AND SIGNS BEING INSTALLED ON THIS PROJECT.

(10) THIS BID ITEM CONSISTS OF THE INSTALLATION OF FOUR RADAR PRESENCE DETECTORS (RPD), WAVETRONIX SMARTSENSOR MATRIX MODEL 225 OR APPROVED EQUAL AND FOUR CONTINUOUS TRACKING ADVANCE DETECTOR (CTAD) WAVETRONIX SMARTSENSOR ADVANCE MODEL 200V OR APPROVED EQUAL, ASSOCIATED WIRING/CABLES, CONTROLLER MODULES AND ALL OTHER NECESSARY ITEMS OF WORK FOR A COMPLETE OPERATIONAL VEHICLE DETECTION SYSTEM AT EACH INTERSECTION. THE RPD SHALL BE DESIGNED WITH A MATRIX OF 16 RADARS AND SHALL BE ABLE TO DETECT AND REPORT PRESENCE IN UP TO 10 LANES WITHIN A 90 DEGREE FIELD OF VIEW WITH BOUNDARIES AS CLOSE AS 6 FEET FROM THE BASE OF THE POLE ON WHICH THE RPD IS MOUNTED. THE RPD SHALL BE ABLE TO DETECT AND REPORT PRESENCE IN CURVED LANES AND AREAS WITH ISLANDS AND MEDIANS.

THE CTAD SHALL DETECT RANGE AND SPEED TO THE STOP BAR FOR VEHICLES OR CLUSTERS OF VEHICLES MOVING IN THE USER-SELECTED DIRECTION OF TRAVEL. THE CTAD SHALL DYNAMICALLY TRACK AND UPDATE THE ESTIMATED TIME OF ARRIVAL (ETA) FOR EACH VEHICLE AS IT APPROACHES THE STOP-BAR; EACH NEWLY-MEASURED ETA RESULT WILL BE CONTINUALLY COMPARED AGAINST THE PRE-DETERMINED ETA RANGES THAT DEFINE THE DILEMMA ZONE, AND A GREEN LIGHT EXTENSION REQUEST WILL BE PROVIDED TO THE CONTROLLER WHEN ONE OR MORE VEHICLES ARE WITHIN THAT RANGE. THE CTAD SHALL ALSO DETECT INSTANTANEOUS ROADWAY EFFICIENCY.

ITEM SHALL INCLUDE 2 TS-2 SDLC CABINET INTERFACES (CI) WAVETRONIX CLICK! MODEL 656 OR APPROVED EQUAL. CI SHALL BE AN ENCLOSED UNIT, SUITABLE FOR PLACEMENT ON A CONTROLLER CABINET SHELF. CI SHALL HAVE A MASTER POWER SWITCH, INDIVIDUAL SENSOR POWER SWITCHES, AND STANDARD 120VAC POWER PLUG. EACH CI SHALL PROVIDE UP TO 64 DETECTOR CHANNELS USING THE NEMA TS-2 SDLC CONNECTION. SENSOR CONNECTIONS TO THE CI SHALL BE ACCOMPLISHED BY COLOR-CODED, QUICK-CONNECT INSULATION DISPLACEMENT TERMINATIONS. CI SHALL HAVE A LED ILLUMINATED DISPLAY PANEL AND SIX-BUTTON KEYPAD FOR NAVIGATION AND SETTINGS ENTRY/REVISION. CI SHALL BE CONFIGURABLE VIA ETHERNET RJ-45 PORT USING A STANDARD WEB BROWSER.

SYSTEM CONFIGURATION & INSTALLATION SHALL BE SUPERVISED BY A REPRESENTATIVE OF THE MANUFACTURER, OR A CONTRACTOR REPRESENTATIVE TRAINED & CERTIFIED BY THE MANUFACTURER TO PERFORM THIS WORK.

INSTALLATION TO INCLUDE A WATERPROOF JUNCTION BOX FOR EACH SENSOR.

ALL RADAR DETECTION CABLES ARE INCLUDED IN THIS BID ITEM.

(11) SIGNAL POLES, MAST ARMS, AND PEDESTAL POLES SHALL BE BLACK POWDER COATED DECORATIVE POLES. ALL SIGNAL POLE AND MAST ARM ASSEMBLIES SHALL CONFORM TO ODOT MINIMUM STANDARDS, INCLUDING WIND AND ICE LOADING. SIGNAL POLE, MAST ARM AND LUMINAIRE ARM ASSEMBLIES SHALL BE PELCO PART NUMBERS SP-3056-OK-30, SP-3056-OK-35, SP-3056-OK-45, AND SP-3056-OK-55, THAT INCLUDE THE ORNAMENTAL POLE TOPS, ORNAMENTAL POLE BASES AND ANCHOR BOLTS. ALUMINUM POLE TOPS AND POLE BASES SHALL BE POWDER COATED TEXTURED BLACK (P59) OVER HOT DIP GALVANIZED STEEL. ALL SIGNAL POLES THAT HAVE LUMINAIRES SHALL HAVE A 4"X6" REINFORCED HAND HOLE WITH GALVANIZED AND POWDER COATED P59 COVER AT THE MAST ARM. ALL SIGNAL POLES SHALL HAVE ITC ACCESS COMPARTMENT ASSEMBLY WITH COMPRESSION TYPE TERMINAL BLOCKS IN ACCORDANCE WITH PELCO PART NUMBER AP-1083, LESS THE COVER.

(12) THE CONTROLLER TO BE FURNISHED ON THIS PROJECT SHALL HAVE A NATURAL ALUMINUM FINISH AND BE A VEHICLE ACTUATED SOLID STATE DIGITAL CONTROLLER WITH VOLUME DENSITY FEATURES. THE CONTRACTOR SHALL FURNISH THE CONTROLLER(S) AND MOUNTING FRAMES AS FOLLOWS:

INTERSECTION	TYPE	CONFLICT & USER FLASH
NW 39TH EXPWY & ASBURY AVE	8	ALL RED
NW 39TH EXPWY & COLLEGE AVE	8	ALL RED
NW 39TH EXPWY & PENIEL AVE	8	ALL RED

THE CONTROLLERS SHALL BE FURNISHED WITH 16 LOAD SWITCH RECEPTACLE BAYS. ALL CORRESPONDING RECEPTACLE WIRING IN THE CABINET AND FIELD WIRING SHALL BE INSTALLED FOR THE CONTROLLER AS REQUIRED EXCEPT FOR ADDITIONAL DETECTOR CONNECTING CABLES WHEN THE CONTROLLER IS EXPANDED. THE CONTROLLERS SHALL BE CAPABLE OF PERFORMING AS SHOWN ON PHASE & SEQUENCE DIAGRAMS. PEDESTRIAN ISOLATION SHALL BE PROVIDED IN THE CONTROLLER CABINET. ALL N.E.M.A. FUNCTIONS SHALL TERMINATE IN THE CONTROLLER CABINET.

(13) THE CONTROLLER TO BE USED ON THIS PROJECT SHALL BE CAPABLE OF PERFORMING AS SPECIFIED ON THE PHASING DIAGRAM AND SEQUENCING CHART.

(14) ALL NEW WIRING SHALL BE ALUMINUM.

(TR-24) ALL TRAFFIC SIGNAL EQUIPMENT REMOVED SHALL BECOME THE PROPERTY OF THE CITY. THE CONTRACTOR SHALL NEATLY STACK SUCH REMOVED MATERIAL AT A LOCATION ON THE JOB SITE AS DIRECTED BY THE ENGINEER. THE PRICE BID SHALL INCLUDE THE REMOVAL OF ALL FOOTINGS BELOW GROUND LEVEL OR AS DIRECTED BY THE ENGINEER. FOOTINGS TO BECOME THE PROPERTY OF THE CONTRACTOR.

(TL-24) 6 - ROADWAY LUMINAIRES SHALL BE LED FIXTURE, WITH CLEAR LAMP OF 14,000 LUMENS, 4,000K COLOR TEMPERATURE, ILLUMINATION ENGINEERING SOCIETY DISTRIBUTION AS FOLLOWS:
VERTICAL = MEDIUM; LATERAL = TYPE 3; CONTROL = FT; O.D.O.T. FIXTURE STYLE = A3. SEE STD. HLD1-1-(LATEST REVISION).

(TS-6) SHOP DRAWINGS FOR ATTACHING SIGNS TO LIGHT AND/OR SIGNAL POLES AND MAST ARMS SHALL BE SUBMITTED TO THE TRAFFIC ENGINEER FOR APPROVAL BEFORE FABRICATION. NO HOLES SHALL BE PERMITTED IN ANY LIGHT AND/OR SIGNAL POLE OR MAST ARM. THE PRICE BID SHALL INCLUDE ALL MATERIALS, LABOR, HARDWARE AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS DESCRIBED.

PAY QUANTITIES

JP NO. 36349(04)
0300 TRAFFIC SIGNAL

ITEM	DESCRIPTION		UNIT	TOTAL
802(B) 0324	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	(TP-1)	LF	1800.00
802(B) 0328	3" PVC SCH. 40 PLASTIC CONDUIT BORED	(TP-1)	LF	1200.00
802(B) 0332	3" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	(TP-1)	LF	300.00
803(A) 1210	PULL BOX (SIZE I)	(1)	EA	15.00
803(A) 1220	PULL BOX (SIZE II)	(1)	EA	3.00
804(A) 2200	STRUCTURAL CONCRETE	(TP-1)	CY	82.00
804(B) 2300	REINFORCING STEEL	(TP-1)	LB	10840.00
805(A) 3256	(PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	(TR-24)(2)	LSUM	1.00
805(D) 3500	(PL)REMOVE & RESET TRAF.SIG.EQUIPMENT	(3)	LSUM	1.00
806(A) 4244	32' MH POLE, 30' TS & 10' LMA (G.STL.)	(9,11)	EA	1.00
806(A) 4248	32' MH POLE 35' TS & 10' LMA (G.STL.)	(9,11)	EA	2.00
806(A) 4256	32' MH POLE 45' TS & 10' LMA (G.STL.)	(9,11)	EA	1.00
806(A) 4264	32' MH POLE, 55' TS & 10' LMA (G.STL.)	(9,11)	EA	2.00
806(A) 4312	POLE & 25' TS MST. ARM (G.STL.)	(9,11)	EA	3.00
806(A) 4336	POLE & 55' TS MST. ARM (G.STL.)	(9,11)	EA	3.00
806(B) 4412	12' MTG. HT. TS PED. POLE (G.STL.)	(9)	EA	13.00
809(A) 7200	ROADWAY LUMINAIRE	(TL-24)	EA	6.00
811 9120	1/C NO.6 ELECT.COND.	(TP-1)(14)	LF	3000.00
811 9130	1/C NO.10 ELECT.COND.	(TP-1)(14)	LF	2000.00
825(A) 8200	SIGNAL SYSTEM CONTROLLER UPGRADE	(12,13,14)	EA	3.00
828 0110	(PL)DETECTION SYSTEM (RADAR)	(10)	LSUM	1.00
830 2100	PEDESTRIAN PUSH BUTTON	(4)	EA	24.00
831 3116	1WAY 2SEC. ADJ. PED. SIG. HD. S-20	(6)	EA	24.00
831 3120	1WAY 3SEC. ADJ. SIG. HD. S-6	(5)	EA	30.00
831 3144	1WAY 4SEC. ADJ. SIG. HD. S-13	(5)	EA	6.00
833 5100	BACKPLATE	(7)	EA	36.00
834(A) 6205	5/C TRAFFIC SIGNAL ELECTRICAL CABLE	(TP-1)	LF	3300.00
834(A) 6210	7/C TRAFFIC SIGNAL ELECTRICAL CABLE	(TP-1)	LF	600.00
834(A) 6235	21/C TRAFFIC SIGNAL ELECTRICAL CABLE	(TP-1)	LF	2800.00
834(B) 6300	2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE	(TP-1)	LF	500.00
850(C) 1400	MAST ARM MOUNTED SIGNS (ALUM.)	(TS-6)	SF	165.00
890 1100	(PL) TRAFFIC ITEMS	(8)	LSUM	1.00

REVISIONS		
NO.	DESCRIPTION	DATE

THIS DOCUMENT IS PRELIMINARY IN NATURE AND
IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

ESTHER M. SHAW-SMITH, P.E. # 23711
C.A. # 1160, RENEWAL 06-30-23

DATE

Traffic Engineering Consultants, Inc.
6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
Ph: 405.720.7721, Web: www.tecusa.com

PROFESSIONAL ENGINEER — ESTHER M. SHAW-SMITH 23711 — OKLAHOMA

60% PRELIMINARY PLANS

Design	EMS	03-07-23
Drawn	SB	03-07-23

TEC — A CLEAR DIRECTION

SIGNAL PAY QUANTITIES & NOTES

State Job No. 36349(04) Sheet No. AT01

OKLAHOMA COUNTY

03-07-23 G:\OIProjects\1-3000 - SS, SD Signal Modifications 3 Intersections NW 39th Street - Bethany, OK\CAD\AT01-363904-SIGNAL PAY QUANTITIES & NOTES.dgn

REVISIONS		
NO.	DESCRIPTION	DATE

GENERAL CONSTRUCTION NOTES

ALL REGULATORY SIGNS SHALL BE HIGH INTENSITY SHEETING. THE HIGH INTENSITY SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST EDITION) FOR TYPE III SHEETING.

ALL WARNING SIGNS SHALL HAVE FLUORESCENT YELLOW SHEETING. THE FLUORESCENT YELLOW SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST EDITION) REQUIREMENTS FOR TYPE VIII SHEETING.

ALL GREEN AND BLUE SIGNS ON CONVENTIONAL HIGHWAYS SHALL HAVE HIGH INTENSITY SHEETING. THE HIGH INTENSITY SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST EDITION) FOR TYPE III SHEETING.

ALL PANEL AND OVERHEAD SIGNS SHALL HAVE TYPE III HIGH INTENSITY BACKGROUND WITH TYPE VIII LEGENDS AND BORDERS. THE TYPE III BACKGROUND AND THE TYPE VIII LEGENDS AND BORDERS SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST EDITION).

THE MANUFACTURER SHALL FURNISH A TYPE "A" CERTIFICATION IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS, LATEST EDITION, SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON THE MATERIAL SUBMITTED FOR APPROVAL.

SYMBOLS AND LEGENDS ARE DIAGRAMMATIC ONLY AND LOCATIONS SHALL BE ADJUSTED FOR EXISTING FIELD CONDITIONS, BUT NO MAJOR ALTERATIONS OR RELOCATIONS WILL BE MADE WITHOUT FIRST CONSULTING WITH THE TRAFFIC ENGINEERING DIVISION AT (405) 521-2861.

ALL BROKEN CONCRETE, WASTE MATERIAL, AND DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN AN AREA APPROVED BY THE ENGINEER. NO PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE HE MAY INFLICT TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF HIS DIGGING, TRENCHING, BORING, ETC.... PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION LISTED WITH THE FOLLOWING AGENCIES:
THE "OKIE" NOTIFICATION CENTER 811 OR (405) 522-6543 OR WWW.CALLOKIE.COM OR THE LOCAL COUNTY CLERK'S OFFICE.

THE STATIONS AND LOCATIONS OF THE SIGN PLACEMENT, AS SHOWN ON THE PLAN SHEETS, ARE APPROXIMATE. EXACT STATIONS AND LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR SO THAT THE SIGN IS INSTALLED IN ACCORDANCE WITH DEPARTMENT STANDARDS AND THE MUTCD IN ORDER TO PROVIDE OPTIMUM VISIBILITY TO THE ONCOMING/APPROACHING MOTORIST. IF A PROPOSED LOCATION CONFLICTS WITH OTHER SIGNS, UTILITIES OR OTHER ROADWAY FEATURES, THE ENGINEER SHALL BE NOTIFIED.

POST LENGTHS SHOWN ON SIGN SUMMARY ARE APPROXIMATE, EXACT LENGTH SHALL BE DETERMINED BY FIELD SURVEY BY THE CONTRACTOR.

FOR NEW OR EXISTING GROUND MOUNTED SIGNS MAXIMUM STUB POST PROJECTION ABOVE FOOTING/GROUND LINE SHALL BE 1 3/4" + 1/4" MAXIMUM FOOTING PROJECTION ABOVE GROUND LINE SHALL BE NO MORE THAN 2". SHOULD ADDITIONAL SOIL BE REQUIRED, THE ENGINEER WILL DESIGNATE AN AREA TO OBTAIN ADDITIONAL SOIL. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

PAY QUANTITY NOTES

(1) PAY ITEM INCLUDES ALL COSTS TO REMOVE AND RESET GROUND MOUNTED AND POLE MOUNTED SIGNS AS SHOWN ON THE PLANS.

(TS-25) QUANTITY SHOWN INCLUDES 2,320 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE), 800 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW), AND 1,120 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (BLACK) AND WILL BE MEASURED BY THE LINEAR FOOT OF SIX INCH (6") WIDE TRAFFIC STRIPE.

(TS-28) QUANTITY SHOWN INCLUDES 1,344 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.

(TS-32) THE AMOUNT SHOWN IS AN APPROXIMATION AND THE ACTUAL AMOUNT OF REMOVAL, IF NECESSARY, SHALL BE DETERMINED BY THE ENGINEER. PRICE BID FOR PAVEMENT MARKING REMOVAL (TRAFFIC STRIPE) SHALL INCLUDE COST OF REMOVAL OF ARROWS, WORDS, AND SYMBOLS. THE PAVEMENT MARKING TO BE REMOVED SHALL BE CONSIDERED THERMOPLASTIC AND BID ACCORDINGLY.

DURING REMOVAL OF EXISTING STRIPING AND REPLACEMENT WITH NEW STRIPING, PERMANENT STRIPING SHALL BE REPLACED WITHIN 48 HOURS AFTER OLD STRIPING IS REMOVED.

(TS-33) INCLUDED IN THIS PAY ITEM IS ALL HARDWARE ASSOCIATED WITH PROPERLY ANCHORING AND MOUNTING THE HIGHWAY SIGN IN ACCORDANCE WITH O.D.O.T. PLANS AND STANDARD DRAWINGS SSA1-1 AND SSP1-1- (LATEST REVISION).

(TS-41) "REMOVAL OF EXISTING SIGNS" SHALL INCLUDE THE REMOVAL OF A COMPLETE SIGN ASSEMBLY WHICH MAY INCLUDE MULTIPLE SIGNS, POSTS, FOOTINGS, AND ANY FOOTINGS ADJACENT TO THE SIGN ASSEMBLY. WHEN APPROVED BY THE ENGINEER, FOOTINGS MAY BE OBLITERATED TO A POINT BELOW GROUND LEVEL IN LIEU OF BEING COMPLETELY REMOVED. SEE GENERAL CONSTRUCTION NOTES FOR DISPOSAL OF OLD CONCRETE FOOTING MATERIAL.

PAY QUANTITIES

JP NO. 36349(04)
0301 SIGNING AND STRIPING

ITEM	DESCRIPTION		UNIT	TOTAL
805(A) 3252	(PL)REMOVAL OF EXISTING SIGNS	(TS-41)	EA	25.00
805(D) 3528	(PL)REMOVE & RESET EXISTING SIGNS	(1)	EA	1.00
836 7100	REGULATORY OR WARNING SIGN ASSEMBLY		EA	1.00
850(A) 1200	SHEET ALUMINUM SIGNS		SF	168.00
851(C) 2415	2" SQUARE TUBE POST	(TS-33)	LF	390.00
856(A) 8204	TRAFFIC STRIPE (MULTI-POLY.)(6" WIDE)	(TS-25)	LF	4,240.00
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY.)(24" WIDE)	(TS-28)	LF	1,344.00
856(B) 8304	TRAFFIC STRIPE (MULTI-POLY.)(ARROWS)		EA	19.00
856(B) 8308	TRAFFIC STRIPE (MULTI-POLY.)(SYMBOLS)		EA	2.00
857(F) 9700	PAVEMENT MRKNG.REMOVAL (TRAF.STRP)	(TS-32)	LF	5,500.00

THIS DOCUMENT IS PRELIMINARY IN NATURE AND
IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

ESTHER M. SHAW-SMITH, P.E. # 23711
C.A. # 1160, RENEWAL 06-30-23

DATE

Traffic Engineering Consultants, Inc.
6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
Ph: 405-720-7721, Web: www.tecusa.com

60% PRELIMINARY PLANS

Design	EMS	03-07-23
Drawn	SB	03-07-23

TEC A CLEAR DIRECTION

SIGNING & STRIPING
PAY QUANTITIES & NOTES

State Job No. 36349(04) Sheet No. AT02

OKLAHOMA COUNTY

03-07-23 G:\0Projects\T-3000 - SS, SD SignalModifications 3 intersections NW 39th Street - Bethany, OK\CAD\AT02-3634904-SIGNING & STRIPING PAY QUANTITIES & NOTES.dgn

DESCRIPTION	REVISIONS	DATE

GENERAL CONSTRUCTION NOTES TRAFFIC

ANY SIGNS AND/OR DELINEATORS WHICH ARE TO BE REMOVED DURING THIS PROJECT WILL BE STORED IN A PROTECTED AREA DESIGNATED BY THE RESIDENT ENGINEER, UNTIL SUCH A TIME THAT THEY ARE TO BE RESET BY THE CONTRACTOR. COST OF THIS WORK TO BE INCLUDED IN OTHER ITEMS OF WORK.

EXISTING ROADWAY SHALL REMAIN OPEN DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTS, AND SIGNING WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SIGNING WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES.

REMOVED MATERIAL TO BECOME PROPERTY OF CONTRACTOR AND IT SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.

ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL MEET ODOT'S "QUALITY STANDARDS FOR TEMPORARY TRAFFIC CONTROL DEVICES."

ALL REGULATORY SIGNS SHALL HAVE HIGH INTENSITY SHEETING. THE HIGH INTENSITY SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956-(LATEST REVISION) FOR TYPE III SHEETING.

ALL WARNING SIGNS SHALL HAVE FLUORESCENT YELLOW-GREEN SHEETING. THE FLUORESCENT YELLOW-GREEN SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956-(LATEST REVISION) REQUIREMENTS FOR TYPE VIII SHEETING.

THE STATIONS AND LOCATIONS OF THE SIGN PLACEMENT, AS SHOWN ON THE PLAN SHEETS, ARE APPROXIMATE. EXACT STATIONS AND LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR SO THAT THE SIGN IS INSTALLED IN ACCORDANCE WITH DEPARTMENT STANDARDS AND THE MUTCD IN ORDER TO PROVIDE OPTIMUM VISIBILITY TO THE ONCOMING/APPROACHING MOTORIST. IF A PROPOSED LOCATION CONFLICTS WITH OTHER SIGNS, UTILITIES OR OTHER ROADWAY FEATURES, THE ENGINEER SHALL BE NOTIFIED.

POST LENGTHS SHOWN ON SIGN SUMMARY ARE APPROXIMATE, EXACT LENGTH SHALL BE DETERMINED BY FIELD SURVEY BY THE CONTRACTOR.

THE MANUFACTURER SHALL FURNISH A TYPE 'A' CERTIFICATION IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS, LATEST EDITION, and SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON THE MATERIAL SUBMITTED FOR APPROVAL.

THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DURING CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS THAT WILL BE IN CONFLICT WITH THE PROPOSED WORK.

THE CONTRACTOR SHALL PROVIDE A PERSON TO BE REASONABLY AVAILABLE TO ADDRESS TRAFFIC CONTROL CONCERNS AS NEEDED OR AS DETERMINED BY THE ENGINEER. THIS PERSON SHALL HOLD A CURRENT CERTIFICATION FROM THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) OR THE OKLAHOMA TRAFFIC ENGINEERING ASSOCIATION (OTEA) AS A TRAFFIC CONTROL TECHNICIAN OR TRAFFIC CONTROL SUPERVISOR.

TRAFFIC CONSTRUCTION PAY QUANTITY NOTES

(TC-21) INCLUDED IN THE COST OF THIS ITEM SHALL BE INSTALLATION MAINTENANCE, AND REMOVAL. THIS ITEM SHALL BE BID ACCORDINGLY.

(TC-24) QUANTITIES SHOWN FOR CONSTRUCTION SIGNING AND STRIPING HAVE BEEN INCREASED TO ALLOW FOR TRAFFIC CONTROL ON CROSS STREETS NOT SHOWN ON THE PLANS.

(TC-25a) THE CONTRATOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK.

(TC-26) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLETION OF THE PROJECT.

ALL SIGNS AND BARRICADES WHICH ARE SHOWN WITH TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.

(TC-33) ALL CONSTRUCTION WORK ZONE SIGNS SHALL HAVE FLUORESCENT SHEETING. THE FLUORESCENT SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST REVISION).

THE MANUFACTURER SHALL FURNISH A TYPE 'D' CERTIFICATION IN ACCORDANCE WITH O.D.O.T. STANDARD SPECIFICATIONS (CURRENT EDITION) SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON MATERIAL SUBMITTED FOR APPROVAL.

(TC-61) ANY DAMAGE TO A FINISHED OR EXISTING SURFACE RESULTING FROM THE CONTRACTORS NEGLIGENCE IN THE REMOVAL OF CONSTRUCTION ZONE PAVEMENT MARKERS OR CHANNELIZING DEVICES AND THE BITUMINOUS ADHESIVE USED IN THEIR INSTALLATION, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

(TC-84) 90 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS. THE AMOUNT OF CALENDAR DAYS USED TO COMPUTE THE SIGN DAY PAY ITEMS IS AN ESTIMATED QUANTITY ONLY, BASED ON THE CURRENT O.D.O.T. STANDARDS AND SUGGESTED CONSTRUCTION SEQUENCE FOR THIS PROJECT. THESE ESTIMATED SIGN DAY QUANTITIES MAY CHANGE AS THE PROJECT'S CONSTRUCTION TRAFFIC CONTROL IS MODIFIED DURING CONSTRUCTION.

OKLAHOMA COUNTY
JP NO. 36349(04)
302 TRAFFIC CONTROL

PAY QUANTITIES - TRAFFIC CONTROL

ITEM NO.	ITEM DESCRIPTION		UNIT	QUANTITY
880(B)6300	CONSTRUCTION SIGN 0.00 TO 6.25 SF	(TC-21,24,25a,26,33,61,84)	SD	1,260
880(B)6310	CONSTRUCTION SIGN 6.26 TO 15.99 SF	(TC-21,24,25a,26,33,61,84)	SD	900
880(B)6320	CONSTRUCTION SIGN 16.00 TO 32.99 SF	(TC-21,24,25a,26,33,61,84)	SD	360
880(C)6410	CONSTRUCTION BARRICADES (TYPE III)	(TC-21,24,25a,26,61,84)	SD	900
880(E)6600	WARNING LIGHTS (TYPE A)	(TC-21,24,25a,26,61,84)	SD	270
880(F)6700	DRUMS	(TC-21,24,25a,26,61,84)	SD	540
880(G)6805	CHANNELIZER CONES	(TC-21,24,25a,26,61,84)	SD	3,780

60% PLANS
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

DESIGN	
DRAWN	
CHECKED	
APPROVED	
SQUAD	SRB

OKLAHOMA DEPARTMENT OF TRANSPORTATION

SUMMARY OF PAY QUANTITIES & NOTES (TRAFFIC)

COUNTY OKLAHOMA ROADWAY SH-66 STATE JOB NO. 36349(04) SHEET NO AT03

Z:\116856\DRAWINGS\116895 SUMMARY OF PAY (TRAFFIC).DWG 3/7/2023 12:29 PM

STORMWATER MANAGEMENT PLAN

DESCRIPTION	REVISIONS	DATE

SITE DESCRIPTION

PROJECT LIMITS: SH-66 (N.W. 39TH EXPRESSWAY) FROM ASBURY AVENUE TO DONALD AVENUE WITHIN THE CITY LIMITS OF BETHANY, OKLAHOMA.

PROJECT DESCRIPTION: SIGNALIZED INTERSECTION MODIFICATION AND RECONSTRUCTION OF SIDEWALKS AND WHEELCHAIR RAMPS TO BE IN COMPLIANCE WITH ADA REQUIREMENTS.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

1) INSTALL EROSION CONTROL DEVICES
2) REMOVE ALL ITEMS SHOWN ON REMOVAL SHEETS
3) CONSTRUCT DESIGN IMPROVEMENTS
4) REMOVE CONTROL DEVICES

SOIL TYPE: URBAN LAND

TOTAL AREA OF THE CONSTRUCTION SITE: 7.00 ACRES

ESTIMATED AREA TO BE DISTURBED: 1.00 ACRES

OFFSITE AREA TO BE DISTURBED: (FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 6.50 ACRES

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 6.50 ACRES

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: 0.91

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 34°53'25.85" N 103°59'19.98" W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: UN-NAMED TRIBUTARY OF CANADIAN RIVER

SENSITIVE WATERS OR WATERSHEDS: YES [ ] NO [X]

303(d) IMPAIRED WATERS: YES [ ] NO [X]

IF YES, LIST IMPAIRMENT:

LOCATED IN A TMDL: YES [ ] NO [X]

LAKE THUNDERBIRD TMDL: YES [ ] NO [X]

MS4 ENTITY YES [X] NO [ ]

IF YES, LOCATION: CITY OF OKLAHOMA CITY

NOTE:
THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- _____ TEMPORARY SEEDING
- __X__ PERMANENT SODDING, SPRIGGING OR SEEDING
- _____ VEGETATIVE MULCHING
- _____ SOIL RETENTION BLANKET
- __X__ PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- _____ STABILIZED CONSTRUCTION EXIT
- __X__ TEMPORARY SILT FENCE
- _____ TEMPORARY SILT DIKES
- _____ TEMPORARY FIBER LOG
- _____ DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- _____ DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- _____ ROCK FILTER DAMS
- _____ TEMPORARY SLOPE DRAIN
- _____ PAVED DITCH W/ DITCH LINER PROTECTION
- _____ TEMPORARY DIVERSION CHANNELS
- _____ TEMPORARY SEDIMENT BASINS
- _____ TEMPORARY SEDIMENT TRAPS
- _____ TEMPORARY SEDIMENT FILTERS
- __X__ TEMPORARY SEDIMENT REMOVAL
- _____ RIP RAP
- _____ INLET SEDIMENT FILTER
- _____ TEMPORARY BRUSH SEDIMENT BARRIERS
- _____ SANDBAG BERMS
- _____ TEMPORARY STREAM CROSSINGS

OFFSITE VEHICLE TRACKING:

- _____ HAUL ROADS DAMPENED FOR DUST CONTROL
- __X__ LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- __X__ EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2019 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

103.05	BONDING REQUIREMENTS
104.10	FINAL CLEANING UP
104.12	CONTRACTOR'S RESPONSIBILITY FOR WORK
104.13	ENVIRONMENTAL PROTECTION
106.08	STORAGE AND HANDLING OF MATERIAL
107.01	LAWS, RULES AND REGULATIONS TO BE OBSERVED
107.20	STORM WATER MANAGEMENT
220	MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL
221	TEMPORARY SEDIMENT CONTROL

IN ADDITION:

"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, SEPTEMBER 13, 2017.

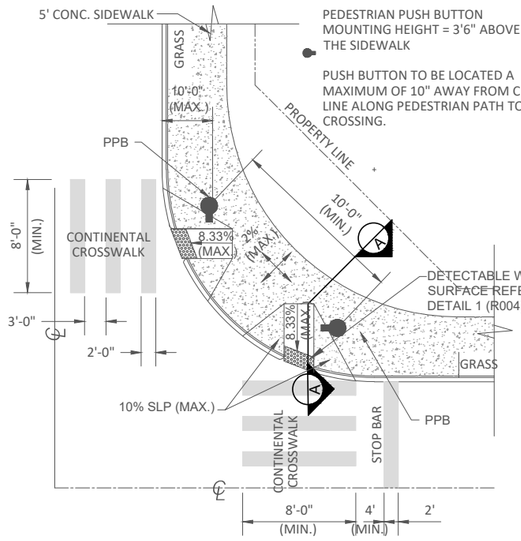
60% PLANS

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DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		STORMWATER MANAGEMENT PLAN
CHECKED		
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R001

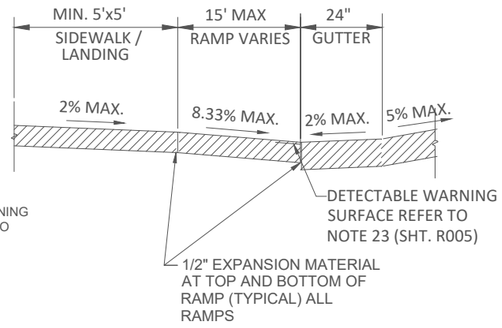
DESCRIPTION	REVISIONS	DATE



CURB RAMP
TYPE "A"

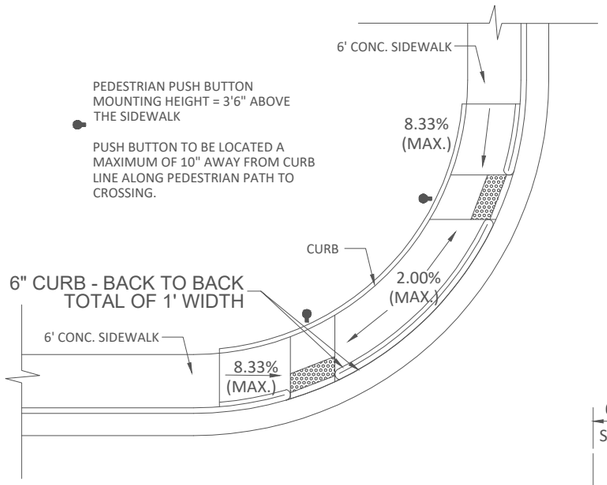
PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK

PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10" AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.

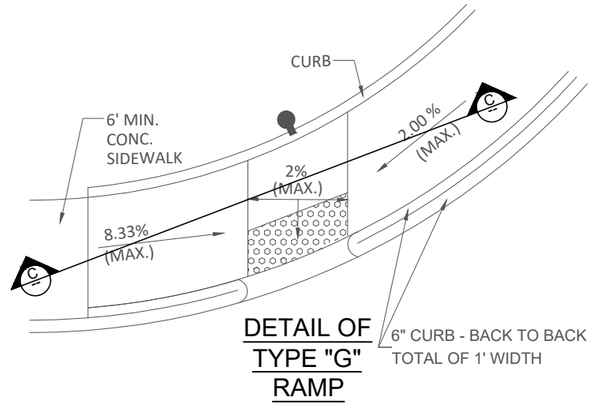


SECTION A-A

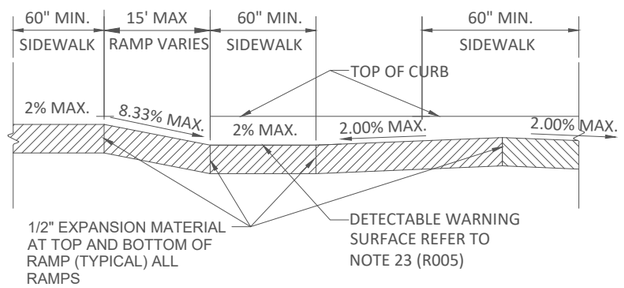
REFER TO R005 FOR ADDITIONAL SIDEWALK, GENERAL AND CURB RAMP NOTES FOR ADDITIONAL GUIDANCE



BACK OF CURB RAMP
TYPE "D"



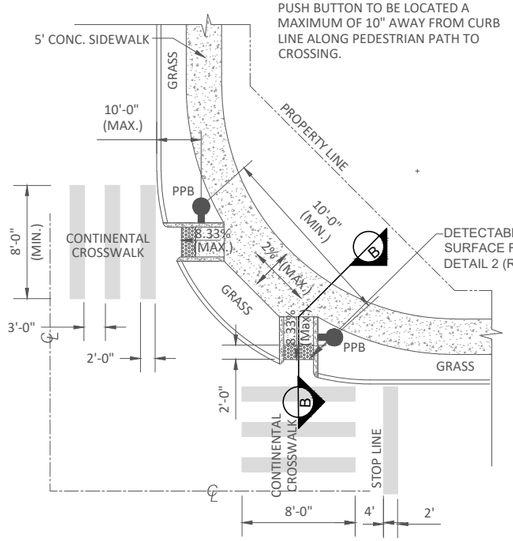
DETAIL OF
TYPE "G"
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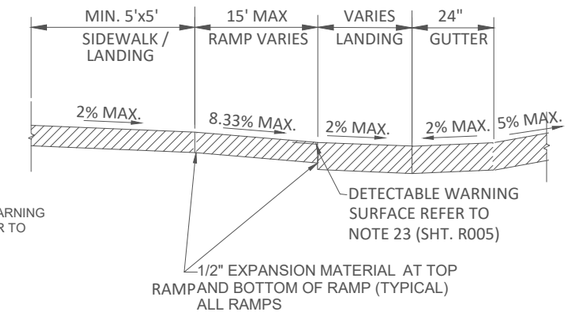
SECTION C-C

PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK

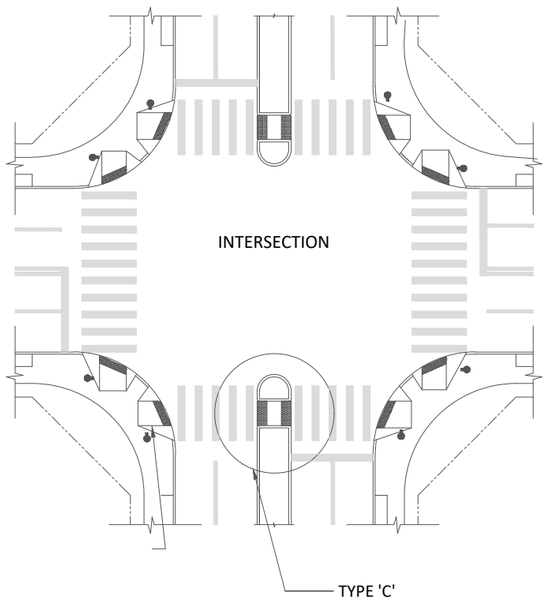
PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10" AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.



CURB RAMP
TYPE "B"

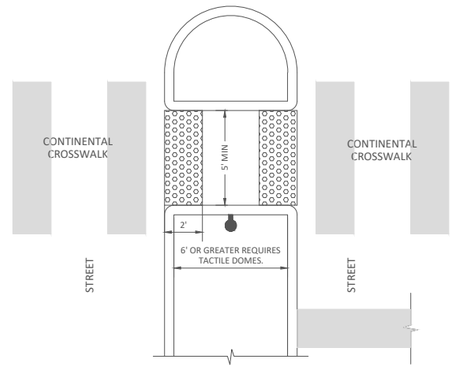


SECTION B-B



INTERSECTION WITH
REFUGE ISLANDS LAYOUT

REFER TO CROSSWALK THROUGH REFUGE ISLAND (MEDIAN) LAYOUT.



STANDARD CROSSWALK THROUGH
MEDIAN LAYOUT
TYPE "C"

(ARTERIAL STREETS)

60% PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		ADA CURB RAMP DETAILS
APPROVED		
SQUAD	SRB	

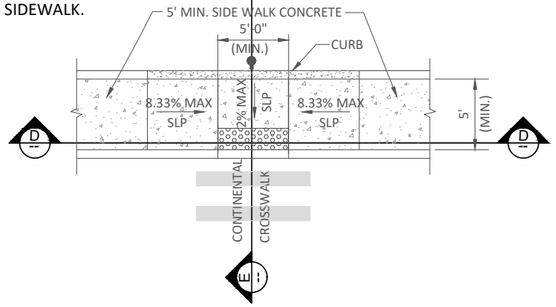
COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R002

DESCRIPTION	REVISIONS	DATE

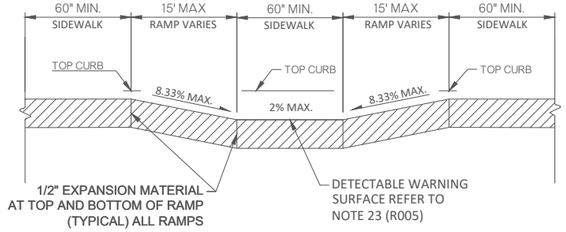
CURB RAMP SHALL BE USED ON NARROW SIDEWALK OR AT MID BLOCK LOCATIONS WHEN STANDARD CURB RAMP LAY-OUT IS NOT FEASIBLE. THE 6" CURB SHALL BE INSTALLED ALONG THE EDGE OF THE BACK OF SIDEWALK.

- PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK

PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.

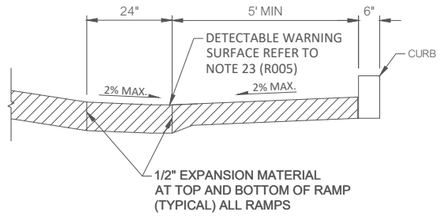


PARALLEL CURB RAMP TYPE "D"



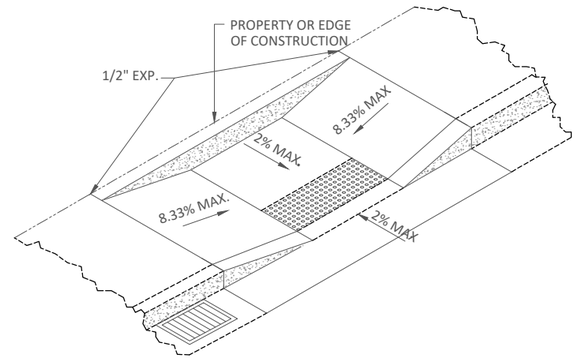
SECTION D-D

REFER TO R005 FOR ADDITIONAL SIDEWALK, GENERAL AND CURB RAMP NOTES FOR ADDITIONAL GUIDANCE



SECTION E-E

SEE DETAIL 2 FOR ISOMETRIC VIEW

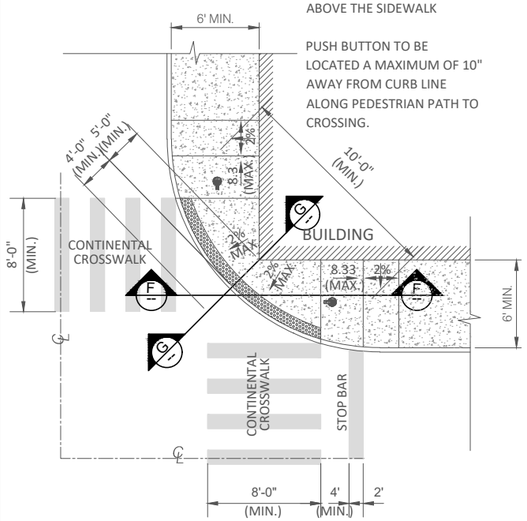


DETAIL 2

TYPE D ISOMETRIC

- PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK

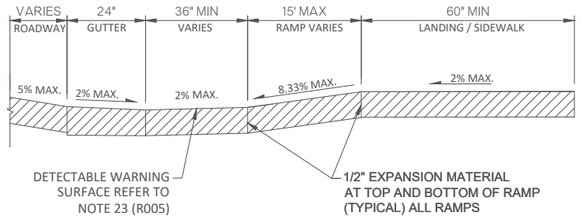
PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10" AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.



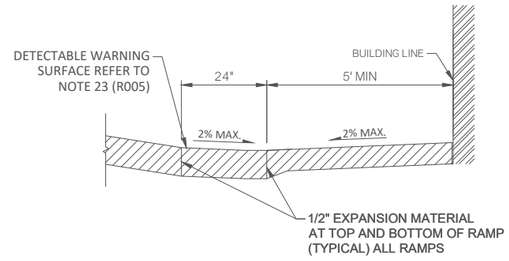
RADIUS CURB RAMP TYPE "E"

SEE DETAIL 3 FOR ISOMETRIC VIEW

WRITTEN APPROVAL BY THE CITY ENGINEER IS REQUIRED.

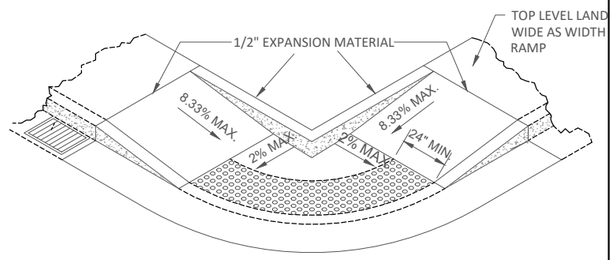


SECTION F-F TYPE "E"



SECTION G-G TYPE "E"

SEE DETAIL 3 FOR ISOMETRIC VIEW



DETAIL 3

TYPE E ISOMETRIC

(ARTERIAL STREETS)

60% PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

DESIGN	
DRAWN	
CHECKED	
APPROVED	
SQUAD	SRB

OKLAHOMA DEPARTMENT OF TRANSPORTATION

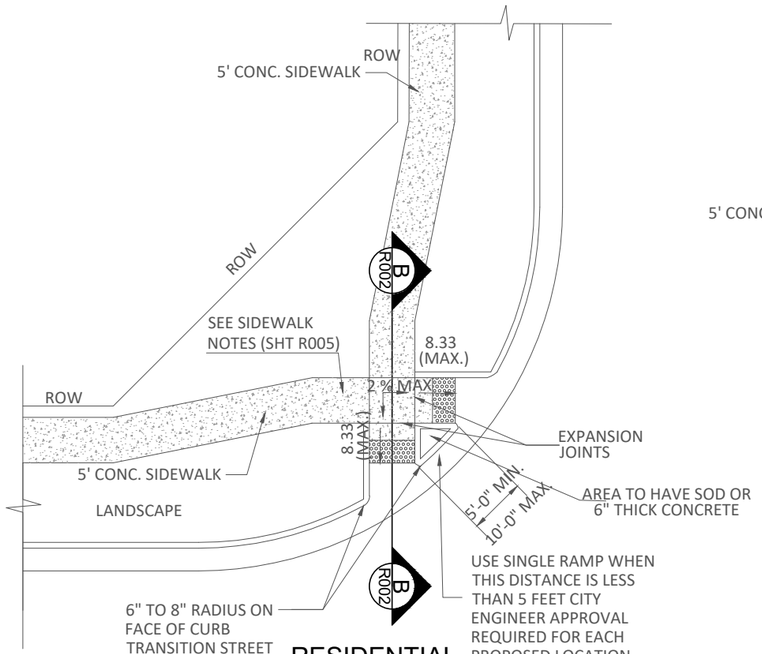
ADA CURB RAMP DETAILS

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R003

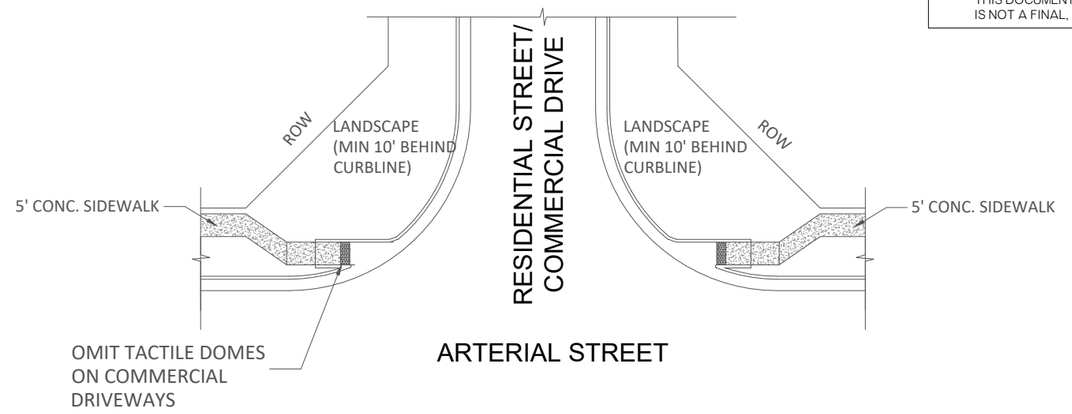
60% PLANS

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DESCRIPTION	REVISIONS	DATE



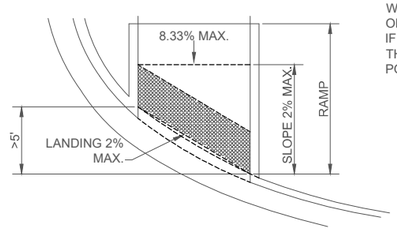
RESIDENTIAL CURB RAMP TYPE "F"



ARTERIAL STREET

ARTERIAL / MINOR STREET RAMPS (OR COMMERCIAL DRIVES)

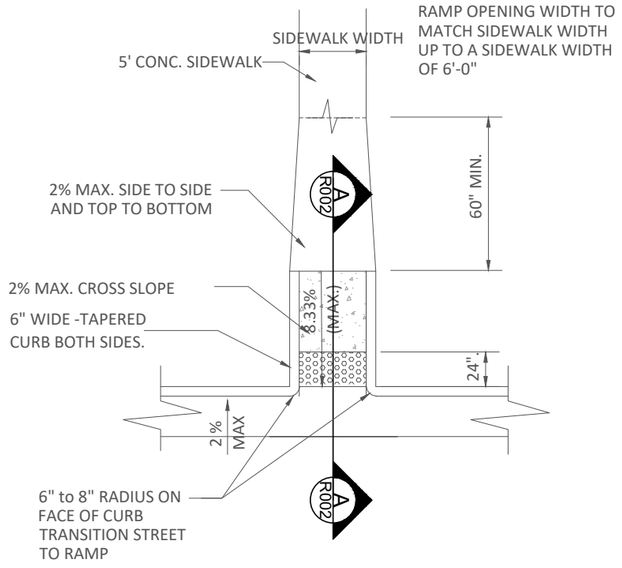
CROSSING TO BE MOVED AS CLOSE AS PRACTICAL TO ARTERIAL ROADWAY



PLACE DETECTABLE WARNING SURFACE ON BOTTOM LANDING IF LANDING IS MORE THAN 5' DEEP AT ANY POINT.

DETAIL 1

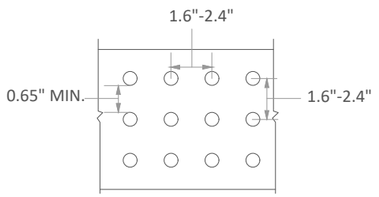
REFER TO R005 FOR ADDITIONAL SIDEWALK, GENERAL AND CURB RAMP NOTES FOR ADDITIONAL GUIDANCE



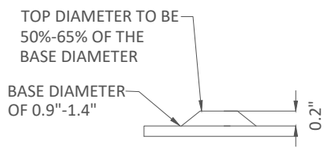
METHOD OF TRANSITIONING A RAMP WITH DIE OUT CURBS

DETECTABLE WARNING SURFACE SPECIFICATIONS:

- MUST PROVIDE A VISUAL CONTRAST.
- RAISED TACTILE SURFACES USED FOR WAY FINDING.
- DETECTABLE WARNING SURFACE SHALL BE INSTALLED IN A MANNER SUCH THAT THE DOMES ARE PARALLEL TO THE DIRECTION OF PEDESTRIAN TRAVEL.
- INSTALL THE DETECTABLE WARNING SURFACE BEGINNING AT BACK OF CURB.
- SHALL HAVE A VISUAL CONTRAST WITH THE SURROUNDING SURFACES (LIGHT ON DARK OR DARK ON LIGHT)

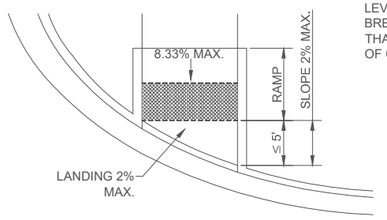


PLAN (ENLARGED)



ELEVATION (ENLARGED)

DETECTABLE WARNING SURFACE PATTERN LAYOUT



PLACE DETECTABLE WARNING SURFACE ON THE BOTTOM IF LEVELS OF GRADE BREAK ARE LESS THAN 5' FROM BACK OF CURB.

DETAIL 2

(RESIDENTIAL STREETS)
(COMMERCIAL DRIVES)

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		ADA CURB RAMP DETAILS
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R004

DESCRIPTION	REVISIONS	DATE

SIDEWALK NOTES :

1. ALL WORK MUST MEET CURRENT AMERICANS WITH DISABILITIES ACT (ADA), AND PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) REQUIREMENTS.

2. MINIMUM SIDEWALK WIDTH SHALL BE AS FOLLOWS: RESIDENTIAL, 5'-0" AT CURB, 4'-0" AT PROPERTY LINE; COMMERCIAL, 6'-0" AT CURB, 5'-0" AT PROPERTY LINE.

3. SIDEWALK CROSS SLOPE SHALL BE A MAXIMUM OF 2% AND A MINIMUM OF 1/2% .

4. WHENEVER THE WIDTH OF THE SIDEWALK IS LESS THAN 5'-0", A 5' X 5' PASSING AREA WITH A MAXIMUM 2% SLOPE AND A MINIMUM 1/2% SLOPE IN ANY DIRECTION, SHALL BE INSTALLED AT INTERVALS OF 200'.

5. WHENEVER CHANGING DIRECTION IN A SIDEWALK, INSTALL A 5' X 5' PASSING AREA WITH A MAXIMUM 2% SLOPE AND A MINIMUM 1/2% SLOPE IN ANY DIRECTION.

6. OBJECTS SUCH AS TREE BRANCHES, SIGNS, WATER FOUNTAINS, ETC. SHALL NOT PROTRUDE INTO THE SIDEWALK MORE THAN 4" AT THE HEIGHTS BETWEEN 27" AND 80".

7. SIDEWALK SHALL BE CONSTRUCTED OF 4" THICK CONCRETE ON TOP OF 2" OF TRAFFIC BOUND SURFACE COURSE TYPE E, 1.5" CRUSHER RUN, 3/8" ROCK SCREENINGS, 1.5" CLEAN RECYCLED CONCRETE OR APPROVED EQUAL.

8. ALL OBSTRUCTIONS INTO THE WALK, SUCH AS POWER POLES, HYDRANTS, SIGN POSTS, ETC. MUST HAVE AT LEAST 48" OF CLEAR TRAVEL SPACE AROUND THE OBSTRUCTION.

9. SIDEWALK RUNNING GRADE SHALL NOT EXCEED 5% UNLESS THE SIDEWALK IS CONTAINED IN THE R-O-W AND THEN CANNOT EXCEED THE GENERAL GRADE ESTABLISHED FOR THE ADJACENT STREET.

GENERAL NOTES :

10. ANY DEVIATION FROM THE STANDARD CURB-RAMP PLANS SHALL BE APPROVED BY THE CITY ENGINEER OR HIS DESIGNEE ON A CASE BY CASE BASIS.

11. THE STANDARD CURB-RAMP DRAWINGS SUPERSEDE ALL PREVIOUS DRAWINGS AND SHALL BE A PART OF THE NEW CURB RAMP STANDARD DRAWINGS.

12. ALL ALTERNATE RAMPS SHALL BE APPROVED BY THE CITY ENGINEER OR HIS DESIGNEE PRIOR TO CONSTRUCTION.

13. SEAL ALL JOINTS ON SIDEWALKS, LANDINGS AND RAMPS. WIDTH OF EXPANSION JOINT SHALL BE 1/2".

14. WHERE FEASIBLE, RAMPS SHALL ALIGN IN SUCH A WAY THAT THE PEDESTRIAN TRAVEL PATH SHALL PROVIDE A DIRECT PATH TO CORRESPONDING RAMP. RAMPS THAT REQUIRE PEDESTRIANS TO CHANGE DIRECTION OF TRAVEL IN THE STREET OR DRIVEWAY SHALL REQUIRE CITY ENGINEER APPROVAL.

CURB RAMP NOTES :

15. A CURB RAMP IS DEFINED AS THE ENTIRE CONCRETE SURFACE WHICH INCLUDES THE RAMP AND FLARED SIDES. THE MINIMUM 4' WIDE CENTER PORTION, INCLUDING THE DETECTABLE WARNING SURFACE (IF REQUIRED), SHALL HAVE A SLOPED PLANE OF 8.33% (1:12) MAXIMUM, AND CROSS SLOPE, NOT TO EXCEED 2%. THE "FLARED SIDE" OF THE RAMP SHALL LIE ON A SLOPE OF 10% (1:10) MAXIMUM MEASURED ALONG THE CURB. THE CURB RAMP SHALL HAVE A SURFACE TOLERANCE OF 1/4" PER 10 FOOT STRAIGHT EDGE MAXIMUM.

16. THE RAMP CENTER LINE AND PATH OF TRAVEL SHOULD BE PARALLEL TO THE SIDEWALK WHENEVER POSSIBLE. THE FULL WIDTH OF THE RAMP SHALL LIE WITHIN THE CROSSWALK AREA. IT IS DESIRABLE THAT THE LOCATION OF THE RAMP BE AS CLOSE AS POSSIBLE TO THE CENTER OF THE CROSSWALK.

17. CURB RAMPS SHALL NOT EXCEED 15' IN LENGTH UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER OR HIS DESIGNEE.

18. EXISTING UTILITY BOXES AND COVERS SHALL BE ADJUSTED FLUSH WITH THE CURB RAMP SURFACE AND SHALL NOT STRADDLE ANY CHANGE IN PLANE OR MATERIAL. EXISTING UTILITY BOX FRAMES AND COVERS SHALL HAVE MATCHING SURFACE FINISH ON THE ENTIRE FRAME AND COVER. NEW UTILITY BOXES SHALL NOT BE PLACED WITHIN THE ACCESSIBLE PATHWAY.

19. THE SURFACE OF THE CURB RAMP AND DETECTABLE WARNING SURFACE MATERIAL SHALL BE STABLE, FIRM AND SLIP RESISTANT. THE CONCRETE CURB RAMP SURFACE SHALL BE BROOM FINISHED TRANSVERSE TO THE AXIS OF THE RAMP AND SHALL BE SLIGHTLY ROUGHER THAN THE FINISH OF THE ADJACENT SIDEWALK SURFACE.

20. A LEVEL LANDING 5'-0" DEEP, WITH A 2% MAXIMUM SLOPE IN EACH DIRECTION SHALL BE PROVIDED AT THE UPPER END OF EACH CURB RAMP TO ALLOW SAFE EGRESS FROM THE RAMP SURFACES. THE WIDTH OF THE LEVEL LANDING SHALL BE AT LEAST AS WIDE AS THE WIDTH OF THE RAMP. A LEVEL LANDING OF A MINIMUM OF 30" WIDE X48" DEEP SHALL BE PROVIDED AT PEDESTRIAN PUSH BUTTONS AT SIGNALIZED CROSSINGS.

21. EXISTING VERTICAL UTILITY POLES OR STREET LIGHT POLES MAY BE INCORPORATED INTO THE FLARED SIDES, IF NECESSARY. THE VERTICAL OBSTRUCTION SHALL BE A MINIMUM OF 6"AWAY FROM EDGE OF THE RAMP. PEDESTRIAN CROSSWALKS PUSH BUTTON POLES, FIRE DEPARTMENT CALL BOXES AND OTHER POLES WITH ACTIVATED DEVICES, MAY NOT BE PLACED IN THE CURB-RAMP AT ANY TIME. NO NEW VERTICAL OBSTRUCTIONS MAY BE LOCATED IN THE CURB RAMP OR THE ACCESSIBLE PATHWAY.

22. RAMP OPENING SHALL BE THE SAME WIDTH AS THE SIDEWALK UP TO 6'-0" WIDE.

23. CURB RAMP SHALL BE CONSTRUCTED WITH 8" THICK CONCRETE AT COLLECTOR AND ARTERIAL STREETS; AND WITH 6" THICK CONCRETE AT RESIDENTIAL STREETS. ALL ON TOP OF 2" OF TRAFFIC BOUND SURFACE COURSE TYPE E, 1.5"CRUSHER RUN, 3/8" ROCK SCREENINGS, 1.5" RECYCLED CONCRETE OR APPROVED EQUAL. THE 6" THICK CONCRETE WILL EXTEND THE MAXIMUM LENGTH OF 6'-8" FROM THE FACE OF CURB AND THE 8" THICK CONCRETE WILL EXTEND THE MAXIMUM LENGTH OF 8'-8" FROM THE FACE OF CURB. THE REMAINDER OF THE RAMP WILL BE CONSTRUCTED OF 4" THICK CONCRETE AND PAID AS SIDEWALK. ALL LANDINGS AND INCIDENTAL CONNECTIONS WILL BE PAID AS SIDEWALK AND WILL BE CONSTRUCTED OF 4" THICK CONCRETE. A 6" CONCRETE CURB WILL BE CONSTRUCTED ON EACH SIDE OF THE RAMP WHERE 1:10 CONCRETE SLOPES ARE NOT USED.

24. FOR NEW CONSTRUCTION ALL DETECTABLE WARNING SURFACES ARE TO BE SET IN CONCRETE. SURFACE APPLIED DOMES REQUIRE SPECIAL WRITTEN APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.

25. ANY CONCRETE POURED TO ACHIEVE PROPER RAMPS WILL BE PAID AS SY OF SIDEWALK.

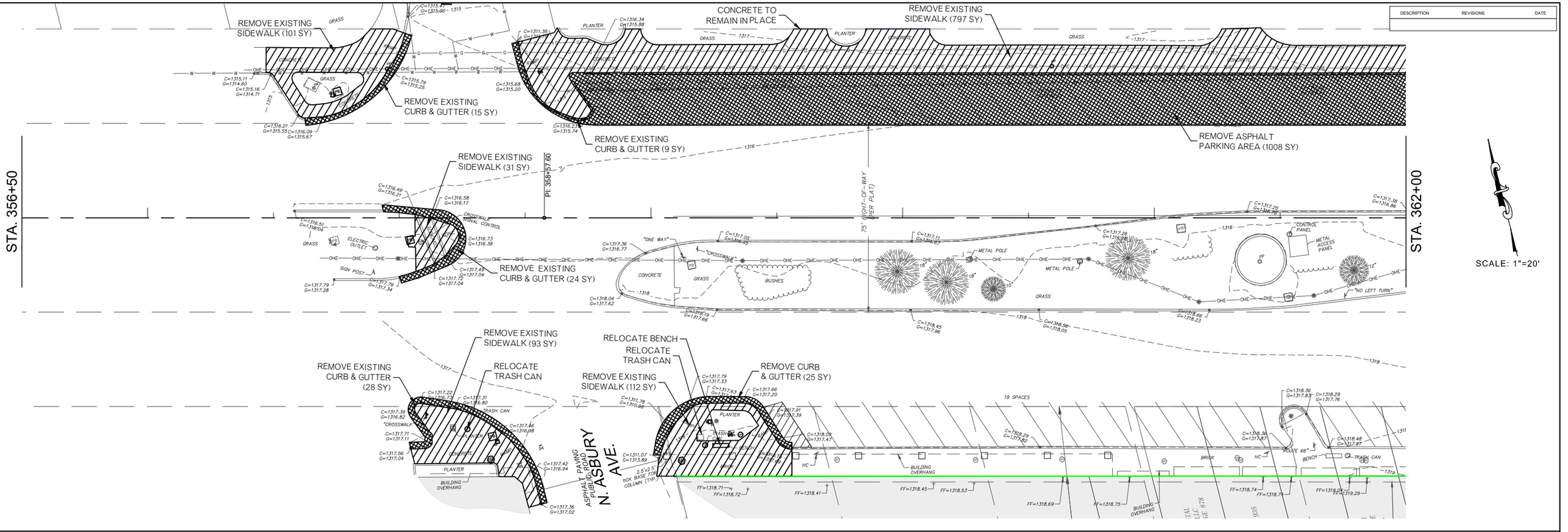
60% PLANS

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DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		ADA CURB RAMP DETAILS
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R005

DESCRIPTION	REVISIONS	DATE



SEE NEXT SHEET FOR SEQUENTIAL VIEWPORT

SURVEY LEGEND

AIR CONDITIONER	ELECTRIC MANHOLE	GAS MARKER	MISC. MARKER	SPRINKLER CONTROL VALVE	WATER MANHOLE
AREA DRAIN OR CATCH BASIN	ELECTRIC MARKER	GUARD POST	PIER	SANITARY SEWER LIFT STATION	SQUARE WATER METER
ALPHA BOX	ELECTRIC UTILITY RISER	GREASE TRAP	PULLBOX	SIGN TR=XX.XX'	WATER SHUTOFF (SPIGOT)
AUTO SPRINKLER	ELECTRIC UTILITY TRANSFORMER	GAS VALVE	PARKING METER	SANITARY SEWER MANHOLE	WATER VALVE
AIR VENT	FRENCH DRAIN	HC SIGN	POWER POLE	SEPTIC TANK TR=XX.XX'	WATER WELL
PROP. MON.	FIRE HYDRANT	HC PARKING TR=XX.XX'	POWER POLE WITH SERVICE	STORM SEWER MANHOLE	YARD LIGHT
BUSH	FLAG POLE	INLET	QUARTER CORNER EAST-WEST	TRAFFIC CONTROL BOX	BM #1 EL=XX.XX'
CLEAN OUT	FIRE VALVE	LIGHT POLE	QUARTER CORNER NORTH-SOUTH	TELEPHONE MANHOLE	
DOWN SPOUT	GUY ANCHOR	MAIL BOX	REFERENCE POINT	TELEPHONE MARKER	
ELECTRIC METER	GAS METER	MONITORING WELL	SECTION CORNER	TELEPHONE PEDESTAL	

Tree - TREE
Tree - TREE
TRAFFIC SIGNAL LIGHT / TV MANHOLE
TV MARKER
TV PEDESTAL
VENT
ROUND WATER METER
WATER MARKER
WATER METER PIT

HEDGE
TREELINE

F/O — F/O — UNDERGROUND FIBER OPTIC
G — G — UNDERGROUND GAS
STS — STS — UNDERGROUND STORM SEWER
SS — SS — UNDERGROUND SANITARY SEWER
TUG — TUG — UNDERGROUND TELEPHONE
U/TV — U/TV — UNDERGROUND TELEVISION
U/E — U/E — UNDERGROUND ELECTRIC
W — W — UNDERGROUND WATER
C/W — C/W — UNDERGROUND CHILLED WATER
OHE — OHE — OVERHEAD ELECTRIC
TOE OF BANK
TOP OF BANK
CHAINLINK FENCE
STOCKADE FENCE
BARBED WIRE FENCE
O/PL — O/PL — OVERHEAD PIPE LINE
O/TEL — OVERHEAD TELEPHONE
O/TV — O/TV — OVERHEAD TELEVISION

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR & ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR & ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE IN VERIFYING LOCATION OF UTILITIES.

DEMOLITION LEGEND

REMOVE CURB/WALL

REMOVE PAVEMENT
REMOVE SIDEWALK

REMOVE PAVEMENT
REMOVE CURB & GUTTER

RAISE EXISTING FIXTURES TO GRADE OR REMOVE AND REPLACE EXISTING FIXTURES SEE PLAN FOR DETAILS

STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579

OKLAHOMA DEPARTMENT OF TRANSPORTATION R/W

OKIE 811 Know what's below. Call before you dig.

60% PLANS

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DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		REMOVALS
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R006

Z:\116856\DRAWINGS\116895 [BASE].DWG 3/7/2023 4:15 PM

DESCRIPTION	REVISIONS	DATE

REMOVE EXISTING SIDEWALK (797 SY)

REMOVE EXISTING PARKING AREA (1008 SY)

REMOVE EXISTING CURB & GUTTER (22 SY)

REMOVE EXISTING SIDEWALK (393 SY)

REMOVE EXISTING PARKING AREA (621 SY) INCLUDES CURB & GUTTER)

REMOVE EXISTING CURB & GUTTER

REMOVE EXISTING PLANTER WALL (3 SY)

REMOVE EXISTING SIDEWALK (20 SY)

REMOVE EXISTING CONCRETE MEDIAN (25 SY)

REMOVE EXISTING CURB & GUTTER (36 SY)

REMOVE EXISTING CONCRETE MEDIAN (32 SY)

REMOVE EXISTING CURB & GUTTER (31 SY)

REMOVE EXISTING CURB & GUTTER (35 SY)

REMOVE EXISTING SIDEWALK (210 SY)

REMOVE EXISTING CURB & GUTTER (32 SY)

REMOVE EXISTING SIDEWALK (114 SY)

REMOVE EXISTING CURB & GUTTER (28 SY)

REMOVE EXISTING SIDEWALK (105 SY)

REMOVE EXISTING SIDEWALK (32 SY)

REMOVE EXISTING SIDEWALK (74 SY)

REMOVE EXISTING SIDEWALK (208 SY)

REMOVE EXISTING CURB & GUTTER 27 SY

REMOVE EXISTING PARKING AREA (101 SY * INCLUDES CURB & GUTTER)

REMOVE EXISTING CURB & GUTTER

REMOVE CURB & GUTTER (29 SY)

REMOVE CONCRETE PAVEMENT AS NEEDED

REMOVE EXISTING CURB & GUTTER (10 SY)

REMOVE EXISTING SIDEWALK (56 SY)

REMOVE EXISTING SIDEWALK (78 SY)

REMOVE EXISTING CURB & GUTTER (21 SY)

REMOVE EXISTING CURB & GUTTER (49 SY)

REMOVE EXISTING SIDEWALK (89 SY)

REMOVE EXISTING CURB & GUTTER (21 SY)

REMOVE EXISTING SIDEWALK (40 SY)

STA. 362+00

STA. 368+00

STA. 373+50

PI: 364+06.78

PC: 364+45.20

PT: 371+71.03

Mid: 368+08.11

S75° 42' 00.00"E
364.870

N89° 47' 00.00"E
364.870

37.5' RIGHT-OF-WAY (PER PLAT)

25' RIGHT-OF-WAY (PER PLAT)

PUBLIC ROAD
WB NW 39TH EXPRESSWAY
CONCRETE PAVING

PUBLIC ROAD
EB NW 39TH EXPRESSWAY
CONCRETE PAVING

N. COLLEGE AVE.

N. PENNSYLVANIA AVE.

N. DONALD AVE.

STATE OF OKLAHOMA EASEMENT BOOK 1974, PAGE 549

QUIT CLAIM DEED BOOK 266, PAGE 490

QUIT CLAIM DEED BOOK 257, PAGE 538

QUIT CLAIM DEED BOOK 257, PAGE 540

QUIT CLAIM DEED BOOK 257, PAGE 562

QUIT CLAIM DEED 266, PAGE 173

QUIT CLAIM DEED BOOK 257, PAGE 561

FIRST BETHANY BANK AND TRUST BOOK 11078, PAGE 801

SOUTH LINE OF EAST SIDE ADDITION

SCALE: 1"=20'

SCALE: 1"=20'

LEGEND

RAISE EXISTING FIXTURES TO GRADE OR, REMOVE AND REPLACE EXISTING FIXTURES SEE PLAN SHEETS FOR DETAILS

REMOVE CURB/WALL

REMOVE PAVEMENT WITH CURB & GUTTER

REMOVE PAVEMENT REMOVE SIDEWALK

60% PLANS

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DESIGN	
DRAWN	
CHECKED	
APPROVED	
SQUAD	

OKLAHOMA DEPARTMENT OF TRANSPORTATION

REMOVALS

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R007

DESCRIPTION	REVISIONS	DATE

357+00 | 358+00 | 359+00 | 360+00 | 361+00 | 362+00

N. ASBURY AVENUE

BETHANY CITY ADDITION

LOT 8 | LOT 7

STA. 356+50

STA. 357+47.06
BEGIN CONST.

STA. 362+00

TYPE "A/B" RAMP

4" CONCRETE SIDEWALK
(80.79 SY)

SOLID SLAB SODDING
(60.20 SY)

8" BARRIER CURB
& GUTTER (57.65 LF)

MATCH EXISTING

TYPE "A/B" RAMP

4" CONCRETE SIDEWALK
(580.13 SY *)

6" CONCRETE DRIVE
(29.75 SY *)

SOLID SLAB SODDING
(835.20 SY)

4" CONCRETE SIDEWALK
(580.13 SY*)

8" BARRIER CURB
& GUTTER (173.24 LF)

8" BARRIER CURB
& GUTTER (266.35 LF)

CONTINENTAL CROSSWALK
(84 SF)(WHITE STRIPE)

8" BARRIER CURB
& GUTTER (97.91 LF)

6" BARRIER CURB
(53.42 LF)

SOLID SLAB SODDING
(49.77 SY)

PI: 358+57.60

75' (RIGHT-OF-WAY PER PLAT)

6" CONCRETE
SIDEWALK (14.83 SY)

CONTINENTAL CROSSWALK
(108 SF)(WHITE STRIPE)

6" BARRIER CURB
& GUTTER (98.61 LF)

4" CONCRETE
SIDEWALK (69.11 SY)

TYPE "B" RAMP

SOLID SLAB SODDING
(24.06 SY)

6" BARRIER CURB
& GUTTER (74.58 LF)

SOLID SLAB SODDING
(50.08 SY)

RELOCATE BENCH TO
NEW BENCH PAD

STRIPE EXISTING PARKING
FOR ADA ACCESS &
ADD TYPE " B" RAMP

TYPE "B"
RAMP

STRIPE EXISTING PARKING
FOR ADA ACCESS &

19 SPACES

TYPE "B" RAMP

RELOCATE
TRASH CAN

CONTINENTAL CROSSWALK
(132 SF)(WHITE STRIPE)

4" CONCRETE SIDEWALK
89.40 SY

- SIDEWALK
- SOLID SLAB SOD
- CURB & GUTTER
- EDGE TREATMENT
- TACTILE WARNING
- TRAFFIC SIGNAL
- PEDESTRIAN SIGNAL
- TCB TRAFFIC CONTROL BOX

SCALE: 1"=20'

60% PLANS

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1320 | 1310 | 1308

℄ EG SIDEWALK RIGHT
(SOUTH SIDE)

℄ EXISTING PROFILE

℄ EG SIDEWALK LEFT
(NORTH SIDE)

EG=1316.32
FG=1316.322

EG=1316.41
FG=1316.415

EG=1316.53
FG=1316.532

EG=1316.66
FG=1316.655

EG=1316.83
FG=1316.835

EG=1317.63
FG=1317.627

EG=1317.49
FG=1317.493

356+50 | 357+00 | 358+00 | 359+00 | 360+00 | 361+00 | 362+00

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		PLAN & PROFILE
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO R008

Z:\116856\DRAWINGS\116895 [BASE].DWG 3/7/2023 4:15 PM

DESCRIPTION	REVISIONS	DATE

SCALE: 1"=20'

STA. 362+00

STA. 368+00

363+00 364+00 365+00 366+00 367+00

N. COLLEGE AVE.

N. PENILE

BETHANY CITY ADDITION

LOT 15 LOT 14 LOT 13 LOT 12 LOT 1

SRB TO COORDINATE UTILITY RELOCATION BY OG&E (BY OTHERS)

TYPE "A"/"B" RAMP

SOLID SLAB SODDING (210.96 SY)

4" CONCRETE SIDEWALK (580.13 SY *)

6" CONCRETE DRIVE (73.23 SY)

8" BARRIER CURB & GUTTER (152.91 LF)

TYPE "A" RAMP

CONTINENTAL CROSSWALK (84 SF)(WHITE STRIPE)

CONTINENTAL CROSSWALK (60 SF)(WHITE STRIPE)

TYPE "A"/ "B" RAMP

OLD PP (NOT IN USE)

4"CONCRETE SIDEWALK (373.49 SY)

SOLID SLAB SOD (685.25 SY)

STATE OF OKLAHOMA EASEMENT BOOK 1974, PAGE 549

CONTINENTAL CROSSWALK (48 SF) (WHITE STRIPE)

MATCH EXISTING PLANTER MATERIAL

TYPE "A" RAMP

TYPE "A/B" RAMP

8" BARRIER CURB & GUTTER (406.83 LF)

6"CONCRETE SIDEWALK (12.79 SY)

SOLID SLAB SODDING (47.22 SY)

PI: 364+06.78

PC: 364+45.20

8" BARRIER CURB & GUTTER (406.83 LF)

8" BARRIER CURB & GUTTER (107.66 LF)

6" BARRIER CURB (46 LF)

PUBLIC ROAD
WB NW 39TH EXPRESSWAY
CONCRETE PAVING

37.5' RIGHT-OF-WAY (PER PLAT)

S75° 42' 00.00"E
364.870

CONTINENTAL CROSSWALK (108 SF) (WHITE STRIPE)

TYPE "B" MEDIAN CROSSING (TYP)

6" BARRIER CURB & GUTTER (42.28 LF)

SOLID SLAB SODDING (20.62 SY)

8" BARRIER CURB & GUTTER (92.31 LF)

CONTINENTAL CROSSWALK (132 SF)(WHITE STRIPE)

CONTINENTAL CROSSWALK (132 SF)(WHITE STRIPE)

TYPE "B" RAMP

6" BARRIER CURB & GUTTER (110.77 LF)

QUIT CLAIM DEED BOOK 257, PAGE 540

4" CONCRETE SIDEWALK (178.03 SY)

CONTINENTAL CROSSWALK (96 SF)(WHITE STRIPE)

6" BARRIER CURB & GUTTER (89.38 LF)

SOLID SLAB SODDING (40.56 SY)

RELOCATE BENCH TO NEW BENCH PAD

4" CONCRETE SIDEWALK (88.32 SY)

PUBLIC ROAD
EB NW 39TH EXPRESSWAY
CONCRETE PAVING

QUIT CLAIM DEED BOOK 266, PAGE 490

QUIT CLAIM DEED BOOK 257, PAGE 538

24 SPACES

22 SPACES

TYPE "E" RAMP

RELOCATE STREET LIGHT

6" BARRIER CURB & GUTTER (110.35 LF)

SOLID SLAB SODDING (45.37 SY)

RELOCATE BENCH TO NEW BENCH PAD

TYPE "E" RAMP

TYPE "B" RAMP

4" CONCRETE SIDEWALK (100.56 SY)

CONTINENTAL CROSSWALK (132 SF)(WHITE STRIPE)

LEGEND

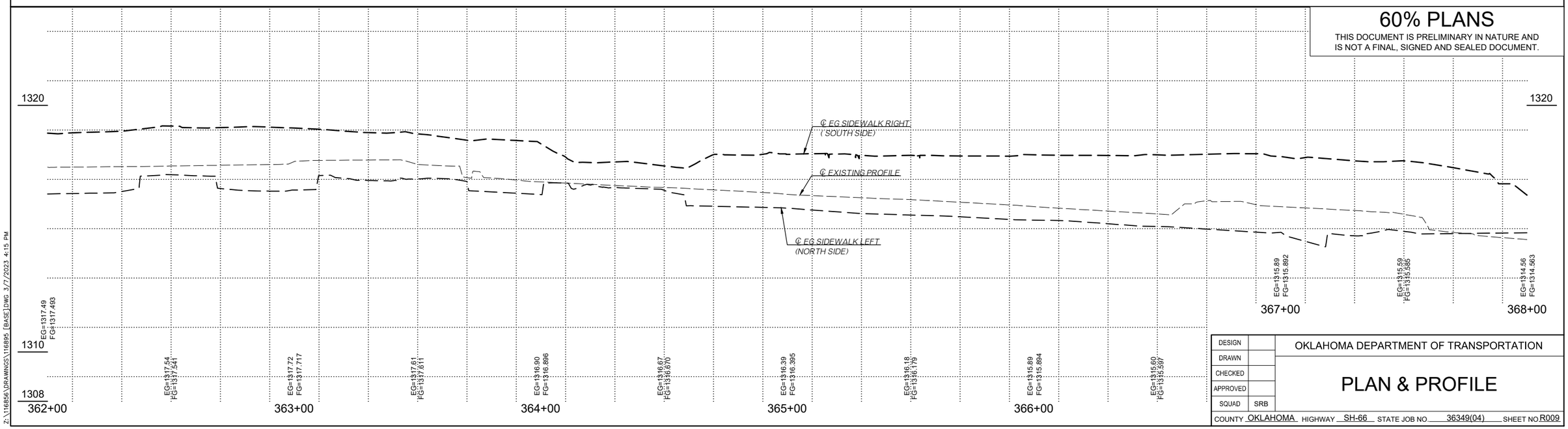
- SIDEWALK
- SOLID SLAB SOD
- CURB & GUTTER
- EDGE TREATMENT
- TACTILE WARNING
- TRAFFIC SIGNAL
- PEDESTRIAN SIGNAL
- TCB TRAFFIC CONTROL BOX

DIRECTION SIGN "ONE WAY" "SPEED LIMIT 35" CROSSWALK SIGNAL CONTROL ELECTRIC OUTLET

2'x2' SQUARE COLUMN (TYP.) 2'DIA. ROUND COLUMN (TYP.) MARBLE PLAQUE BENCH PLANTER BUILDING OVERHANG "2 HOUR PARKING"

60% PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.



DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		PLAN & PROFILE
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R009

Z:\116856\DRAWINGS\116895 [BASE].DWG 3/7/2023 4:15 PM

DESCRIPTION	REVISIONS	DATE

LEGEND

- SIDEWALK
- SOLID SLAB SOD
- CURB & GUTTER
- EDGE TREATMENT
- TACTILE WARNING
- TRAFFIC SIGNAL
- PEDESTRIAN SIGNAL
- TCB TRAFFIC CONTROL BOX

SCALE: 1"=20'

MATCH EXISTING PLANTER MATERIAL

SOLID SLAB SODDING (46.32 SY)

8" BARRIER CURB & GUTTER (80.53 LF)

4" CONCRETE SIDEWALK (341.83 SY)

SOLID SLAB SODDING (77 SY)

8" BARRIER CURB & GUTTER (101.30 LF)

TYPE "A/B" RAMP

CONTINENTAL CROSSWALK (84 SF)

TYPE "A/B" RAMP

SOLID SLAB SODDING (73.87 SY)

4" CONCRETE SIDEWALK (44.78 SY)

8" BARRIER CURB & GUTTER (87.25 LF)

8" CONCRETE PATCHING AS NEEDED (15 SY)

PUBLIC ROAD
WB NW 39TH EXPRESSWAY
CONCRETE PAVING

PT: 371+71.03

N89° 47' 00.00"E
364.870

LARGE WOOD SIGN "BETHANY MAIN STREET"

CONTINENTAL CROSSWALK (72 SF) (WHITE STRIPE)

4" CONCRETE SIDEWALK (59.66 SY)

6" BARRIER CURB & GUTTER (162.18 LF)

SOLID SLAB SODDING (123.56 SY)

TYPE "B" RAMP

6" BARRIER CURB & GUTTER (33.38 LF)

SOLID SLAB SODDING (18.85 SY)

TYPE "A/B" RAMP

4" CONCRETE SIDEWALK (52.50 SY)

SOLID SLAB SODDING (19.93 SY)

6" BARRIER CURB & GUTTER (68.56 LF)

TYPE "B" RAMP

CONTINENTAL CROSSWALK (60 SF)

SOLID SLAB SODDING (29.27 SY)

6" BARRIER CURB & GUTTER (70.77 LF)

PUBLIC ROAD
EB NW 39TH EXPRESSWAY
CONCRETE PAVING

CONTINENTAL CROSSWALK (120 SF) (WHITE STRIPE)

4" CONCRETE SIDEWALK (68.88 SY)

4" CONCRETE SIDEWALK (40.94 SY)

QUIT CLAIM DEED BOOK 257, PAGE 562

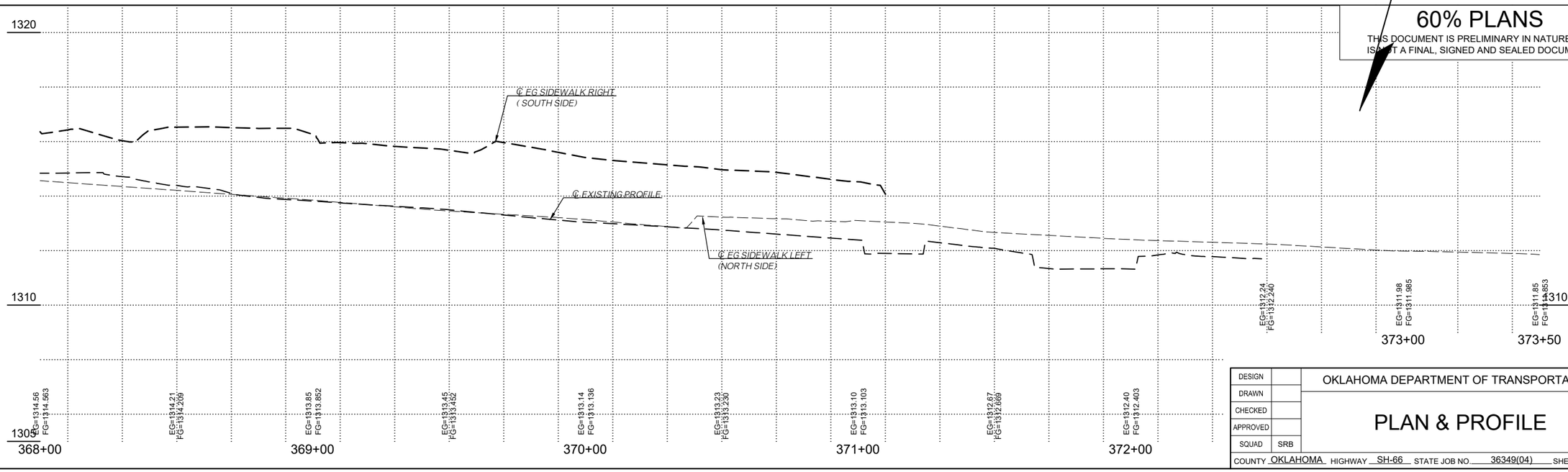
QUIT CLAIM DEED BOOK 14862, PAGE 275

DA BROTHERS, LLC

STA. 368+00

STA. 373+50

STA. 372+48.10
END CONST.



60% PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		PLAN & PROFILE
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA HIGHWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. R010

Z:\16856\DRAWINGS\16895 [BASE].DWG 3/7/2023 4:15 PM

REVISIONS		
NO.	DESCRIPTION	DATE

LEFT TURN YIELD ON FLASHING

R10-12ML (MODIFIED LEFT)
30"X36"
LEGEND, SYMBOL & BORDER - BLACK NON-REFLECTIVE
ARROW - YELLOW REFLECTIVE
BACKGROUND - WHITE REFLECTIVE

N

0 20' 40'

CONTRACTOR TO REMOVE ALL EXISTING SIGNAL EQUIPMENT, UNLESS OTHERWISE SPECIFIED.

POLE "E" STA. 357+00

POLE "I" STA. 358+00

POLE "F" STA. 359+00

POLE "B" STA. 360+00

361+00

356+00

EXISTING CONTROLLER CABINET WITH NEW CONTROLLER

SPLICE NEW CONDUITS TO EXISTING CONDUITS FROM CONTROLLER

SIZE II PUL BOX

WB NW 39TH EXPRESSWAY

EB NW 39TH EXPRESSWAY

POLE "H" STA.

Ø1 EBLT

Ø6 EB

Ø8 SB

Ø2 WB

Ø5 WBLT

Ø4 NB

RD-1 RD-2 RD-3 RD-4

R10-12ML

"CROSSWALK"

CROSSWALK SIGNAL CONTROL

SIGN POST

ONE WAY

"CROSSWALK"

RIGHT-OF-WAY (VAR R.A.I.)

PUBLIC ROAD

CONCRETE PAVING

19 SPACES

METAL POLE

CONTROL PANEL

METAL ACCESS

TRASH CAN

BENCH

RAMP

BRICK

BUILDING OVERHANG

N. ASBURY AVENUE

PUBLIC ROAD

ASPHALT PAVING

POLE "G" STA.

POLE "D" STA.

POLE "C" STA.

PUSH BUTTON NOTE:
THE POLE ENLARGEMENT DETAIL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE PLACEMENT OF THE PEDESTRIAN PUSH BUTTONS AND SIGNAL HEADS SHALL BE INSTALLED ON THE POLES SUCH THAT THE SIGNAL HEADS ARE VISIBLE FROM THE CROSSWALK AND THE PUSH BUTTONS ARE ACCESSIBLE FROM THE ADJACENT SIDEWALK. THE HANDHOLE SHALL NOT CONFLICT WITH THE PUSH BUTTON LOCATIONS AS SHOWN.

VIDEO DETECTION NOTE:
VIDEO VEHICLE DETECTION WILL BE PROVIDED FOR THIS INTERSECTION. THE DETECTOR LOOPS SHOWN ON THE PAVEMENT ARE SHOWN ONLY TO DEPICT THE AREAS OF DETECTION FOR THE VIDEO DETECTION UNITS ALONG WITH THE PHASES THAT EACH VIDEO DETECTOR UNIT WILL CALL.

TABLE # 1 SIGNAL HEADS

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
3,9	2 - ONEWAY (S-13)L	MAST ARM	V-1	B-2
1,2,4,5,6,7,8,10,11,12	10 - ONEWAY (S-6)	MAST ARM	V-1	B-2
13,14,15,16,17,18,19,20	8 - ONEWAY (S-20)	CLAMP	---	---

TABLE # 2 MAST ARMS & POLES

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
B	21'	30' T.S.	S-40
C	32'	55' T.S. & 10' LUM.	S-55
D	32'	35' T.S. & 10' LUM.	S-40
E	21'	55' T.S.	S-55
F,G,H,I	12'	4 - PED POLES	P-4

TABLE # 3 ELECTRICAL CABLE

ELECTRICAL CABLE TO CONTROLLER "A" LOCATION							
B-21C	C-21C	D-21C/5C	E-21C/5C	F-5C/5C	G-5C/5C	H-5C/5C	I-5C/5C

BEFORE YOU DIG 811 1-800-522-OKIE CALL OKIE

LEGEND

- 1½" ELECT. CONDUIT
- 2" ELECT. CONDUIT
- 3" ELECT. CONDUIT
- 4" ELECT. CONDUIT
- EXISTING CONDUIT
- SIZE I PULL BOX
- EXISTING PULL BOX
- SIZE III PULL BOX
- SERVICE POLE
- CONTROLLER
- PEDESTRIAN PUSH BUTTON
- WALK AND DON'T WALK
- SIGNAL HEAD WITH BACKPLATE
- LUMINAIRE WITH MAST ARM
- OPTICAL DETECTOR
- RADAR DETECTION
- STREET NAME SIGN
- MAST ARM WITH POLE SIGNAL HEAD NO.
- MAST ARM & POLE WITH ABOVE SYMBOLS
- DETECTOR LOOP/ VIDEO DETECTION AREA

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

ESTHER M. SHAW-SMITH, P.E. # 23711
C.A. # 1160, RENEWAL 06-30-23

DATE

Traffic Engineering Consultants, Inc.
6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
Ph: 405/720-7721, Web: www.tecusa.com

60% PRELIMINARY PLANS

Design	EMS	03-07-23
Drawn	SB	03-07-23

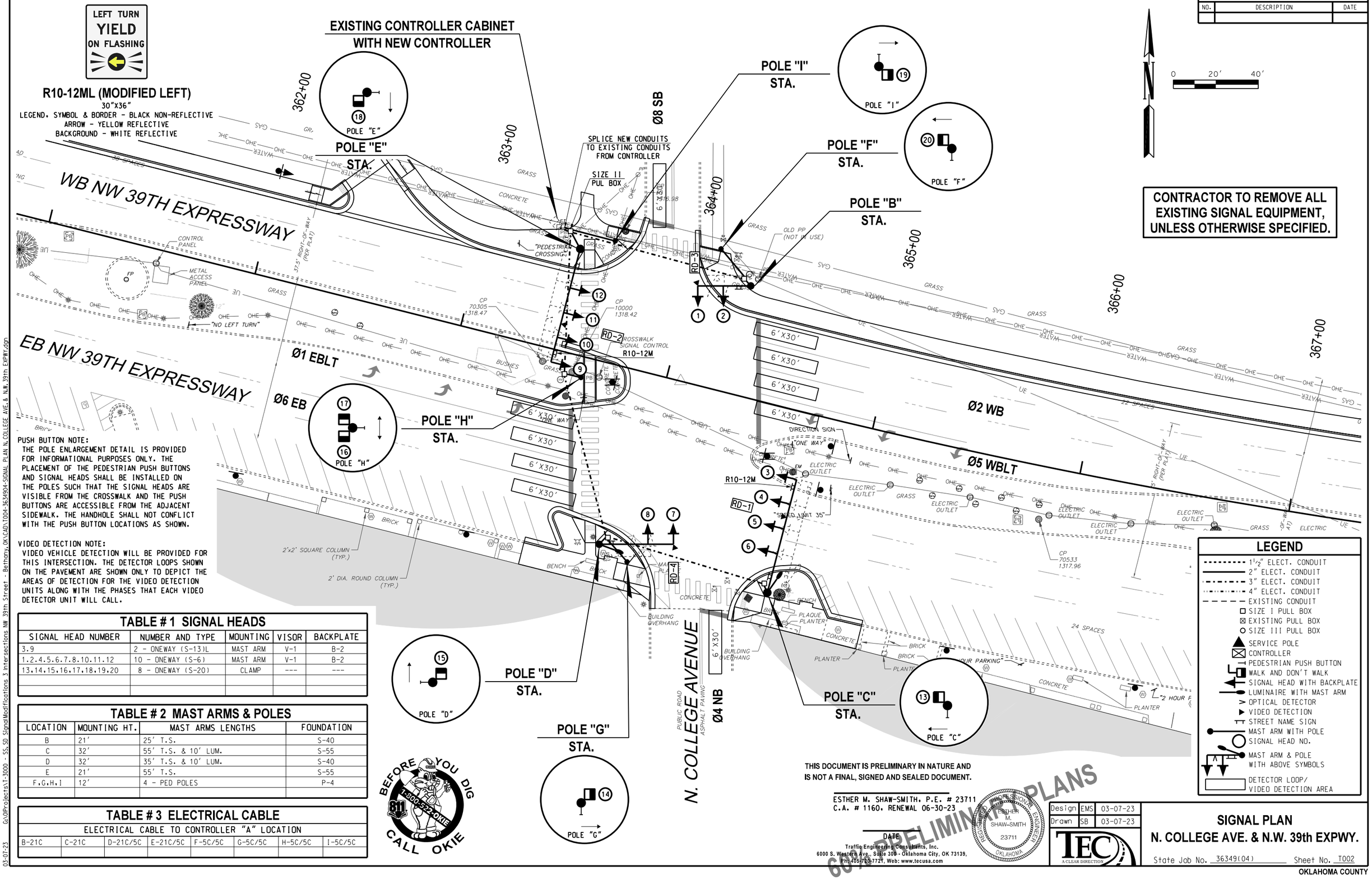
TEC A CLEAR DIRECTION

SIGNAL PLAN
N. ASBURY AVE. & N.W. 39th EXPWY.

State Job No. 36349(04) Sheet No. T001

OKLAHOMA COUNTY

03-07-23 G:\0Projects\T-3000 - SS,SD Signal Modifications 3 Intersections NW 39th Street - Bethany,OK\CAD\T00-3634904-SIGNAL PLAN N.ASBURY AVE.& N.W.39th EXPWY.dgn



PUSH BUTTON NOTE:
THE POLE ENLARGEMENT DETAIL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE PLACEMENT OF THE PEDESTRIAN PUSH BUTTONS AND SIGNAL HEADS SHALL BE INSTALLED ON THE POLES SUCH THAT THE SIGNAL HEADS ARE VISIBLE FROM THE CROSSWALK AND THE PUSH BUTTONS ARE ACCESSIBLE FROM THE ADJACENT SIDEWALK. THE HANDHOLE SHALL NOT CONFLICT WITH THE PUSH BUTTON LOCATIONS AS SHOWN.

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TABLE # 1 SIGNAL HEADS

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
3,9	2 - ONEWAY (S-13)L	MAST ARM	V-1	B-2
1,2,4,5,6,7,8,10,11,12	10 - ONEWAY (S-6)	MAST ARM	V-1	B-2
13,14,15,16,17,18,19,20	8 - ONEWAY (S-20)	CLAMP	---	---

TABLE # 2 MAST ARMS & POLES

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
B	21'	25' T.S.	S-40
C	32'	55' T.S. & 10' LUM.	S-55
D	32'	35' T.S. & 10' LUM.	S-40
E	21'	55' T.S.	S-55
F,G,H,I	12'	4 - PED POLES	P-4

TABLE # 3 ELECTRICAL CABLE

ELECTRICAL CABLE TO CONTROLLER "A" LOCATION							
B-21C	C-21C	D-21C/5C	E-21C/5C	F-5C/5C	G-5C/5C	H-5C/5C	I-5C/5C

BEFORE YOU DIG 811 1-800-522-OKIE CALL OKIE

LEGEND

- 1½" ELECT. CONDUIT
- 2" ELECT. CONDUIT
- 3" ELECT. CONDUIT
- 4" ELECT. CONDUIT
- EXISTING CONDUIT
- SIZE I PULL BOX
- EXISTING PULL BOX
- SIZE III PULL BOX
- SERVICE POLE
- CONTROLLER
- PEDESTRIAN PUSH BUTTON
- WALK AND DON'T WALK
- SIGNAL HEAD WITH BACKPLATE
- LUMINAIRE WITH MAST ARM
- OPTICAL DETECTOR
- VIDEO DETECTION
- STREET NAME SIGN
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C.A. # 1160, RENEWAL 06-30-23

DATE

Traffic Engineering Consultants, Inc.
6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
Ph: 405-720-7721, Web: www.tecusa.com

60% PRELIMINARY PLANS

REVISIONS		
NO.	DESCRIPTION	DATE

Design	EMS	03-07-23
Drawn	SB	03-07-23

TEC A CLEAR DIRECTION

SIGNAL PLAN
N. COLLEGE AVE. & N.W. 39th EXPWY.

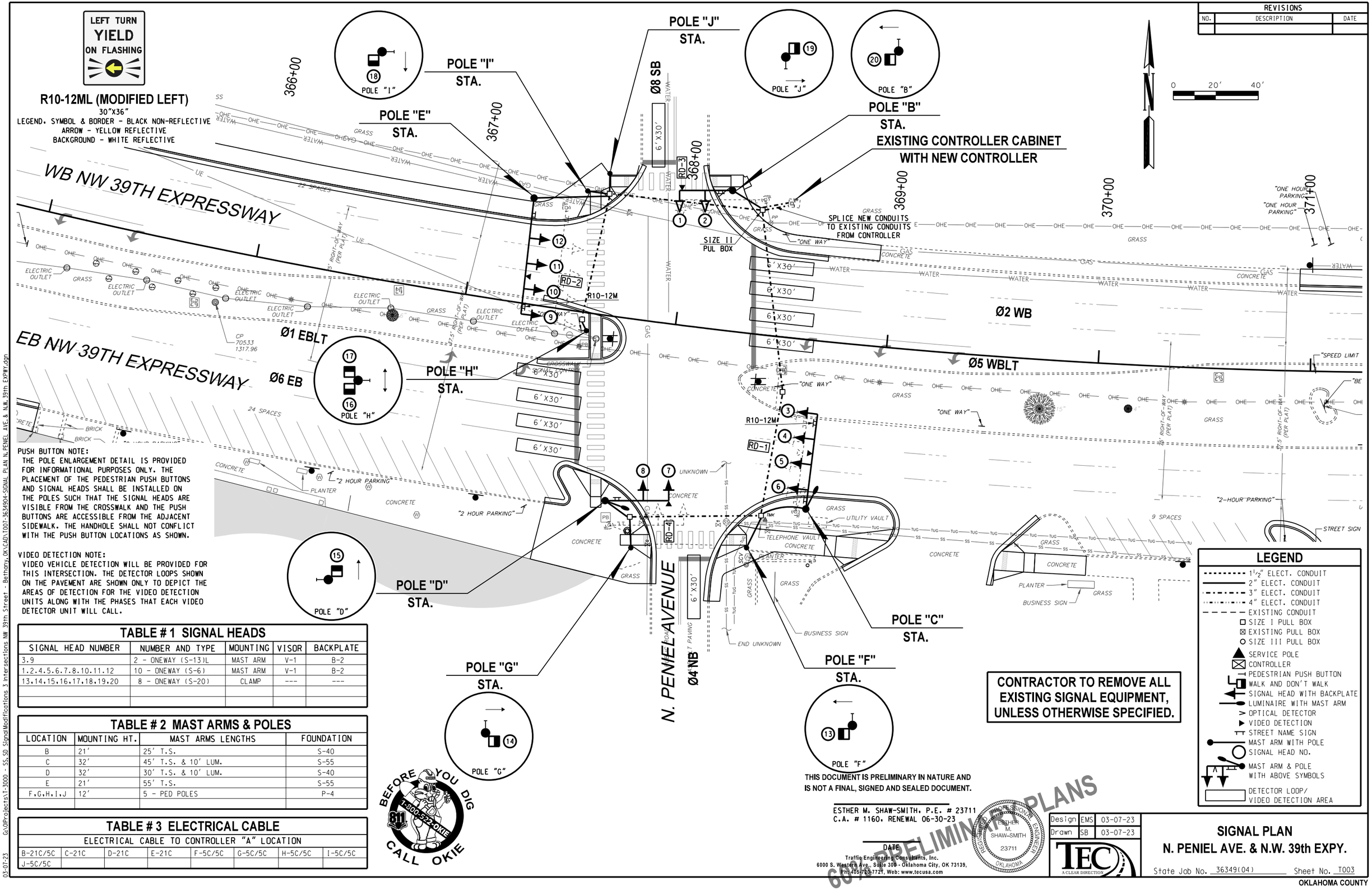
State Job No. 36349(04) Sheet No. T002

OKLAHOMA COUNTY

03-07-23 G:\0Projects\1-3000 - SS\50 SignalModifications 3 Intersections NW 39th Street - Bethany, OK\CAD\T004-3634904-SIGNAL PLAN N.COLLEGE AVE.& N.W.39th EXPWY.dgn

REVISIONS		
NO.	DESCRIPTION	DATE

R10-12ML (MODIFIED LEFT)
30"X36"
LEGEND, SYMBOL & BORDER - BLACK NON-REFLECTIVE
ARROW - YELLOW REFLECTIVE
BACKGROUND - WHITE REFLECTIVE



PUSH BUTTON NOTE:
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TABLE # 1 SIGNAL HEADS

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
3,9	2 - ONEWAY (S-13)L	MAST ARM	V-1	B-2
1,2,4,5,6,7,8,10,11,12	10 - ONEWAY (S-6)	MAST ARM	V-1	B-2
13,14,15,16,17,18,19,20	8 - ONEWAY (S-20)	CLAMP	---	---

TABLE # 2 MAST ARMS & POLES

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
B	21'	25' T.S.	S-40
C	32'	45' T.S. & 10' LUM.	S-55
D	32'	30' T.S. & 10' LUM.	S-40
E	21'	55' T.S.	S-55
F,G,H,I,J	12'	5 - PED POLES	P-4

TABLE # 3 ELECTRICAL CABLE

ELECTRICAL CABLE TO CONTROLLER "A" LOCATION							
B-21C/5C	C-21C	D-21C	E-21C	F-5C/5C	G-5C/5C	H-5C/5C	I-5C/5C
J-5C/5C							

BEFORE YOU DIG
811
1-800-522-OKIE
CALL OKIE

CONTRACTOR TO REMOVE ALL EXISTING SIGNAL EQUIPMENT, UNLESS OTHERWISE SPECIFIED.

LEGEND

- 1½" ELECT. CONDUIT
- 2" ELECT. CONDUIT
- 3" ELECT. CONDUIT
- 4" ELECT. CONDUIT
- EXISTING CONDUIT
- SIZE I PULL BOX
- EXISTING PULL BOX
- SIZE III PULL BOX
- SERVICE POLE
- CONTROLLER
- PEDESTRIAN PUSH BUTTON
- WALK AND DON'T WALK
- SIGNAL HEAD WITH BACKPLATE
- LUMINAIRE WITH MAST ARM
- OPTICAL DETECTOR
- VIDEO DETECTION
- STREET NAME SIGN
- MAST ARM WITH POLE
- SIGNAL HEAD NO.
- MAST ARM & POLE WITH ABOVE SYMBOLS
- DETECTOR LOOP/ VIDEO DETECTION AREA

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C.A. # 1160, RENEWAL 06-30-23

DATE

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6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
Ph: 405/720-7721, Web: www.tecusa.com

60% PRELIMINARY PLANS

Design	EMS	03-07-23
Drawn	SB	03-07-23

TEC
A CLEAR DIRECTION

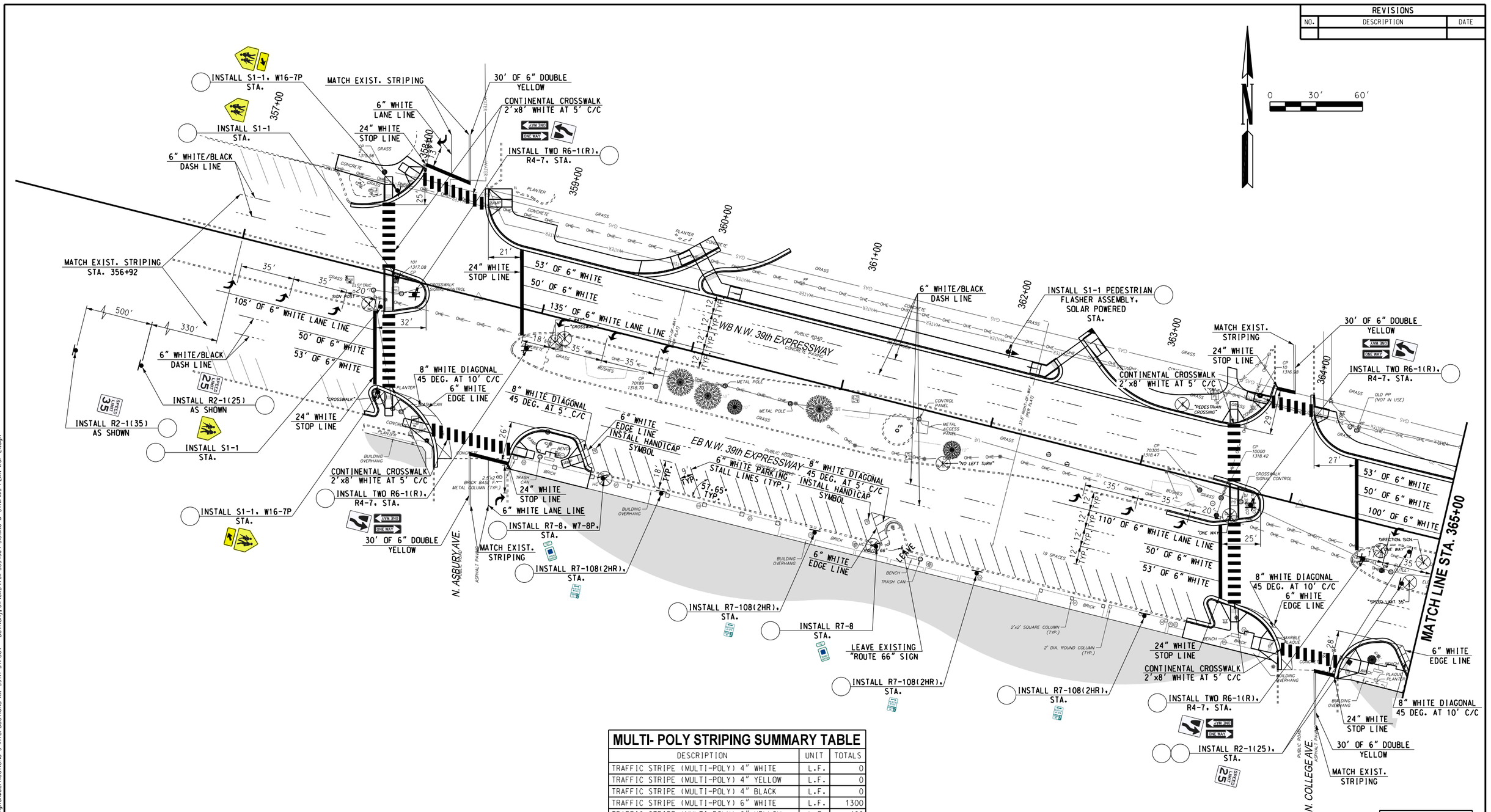
SIGNAL PLAN
N. PENIEL AVE. & N.W. 39th EXPY.

State Job No. 36349(04) Sheet No. T003

OKLAHOMA COUNTY

03-07-23 G:\0Projects\T-3000 - SS\50 SignalModifications 3 Intersections NW 39th Street - Bethany, OK\CAD\T007-3634904-SIGNAL PLAN N.PENIEL AVE.& N.W. 39th EXPWY.dgn

REVISIONS		
NO.	DESCRIPTION	DATE



MULTI- POLY STRIPING SUMMARY TABLE

DESCRIPTION	UNIT	TOTALS
TRAFFIC STRIPE (MULTI-POLY) 4" WHITE	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 4" YELLOW	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 4" BLACK	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 6" WHITE	L.F.	1300
TRAFFIC STRIPE (MULTI-POLY) 6" YELLOW	L.F.	400
TRAFFIC STRIPE (MULTI-POLY) 6" BLACK	L.F.	500
TRAFFIC STRIPE (MULTI-POLY) 8" WHITE	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 8" YELLOW	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 8" BLACK	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 12" WHITE	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 12" YELLOW	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 12" BLACK	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 24" WHITE	L.F.	824
TRAFFIC STRIPE (MULTI-POLY) ARROWS	EA.	12
TRAFFIC STRIPE (MULTI-POLY) WORDS	EA.	0
TRAFFIC STRIPE (MULTI-POLY) SYMBOLS	EA.	2

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ESTHER M. SHAW-SMITH, P.E. # 23711
C.A. # 1160, RENEWAL 06-30-23

DATE

Traffic Engineering Consultants, Inc.
6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
Ph: 405-720-7721, Web: www.tecusa.com

60% PRELIMINARY PLANS

PROFESSIONAL ENGINEER ESTHER M. SHAW-SMITH 23711 OKLAHOMA

SIGN LEGEND

- ⊗ REMOVE SIGN
- ● NEW SIGN

Design	EMS	03-07-23
Drawn	SB	03-07-23

TEC A CLEAR DIRECTION

SIGNING & STRIPING PLAN (1 OF 2)

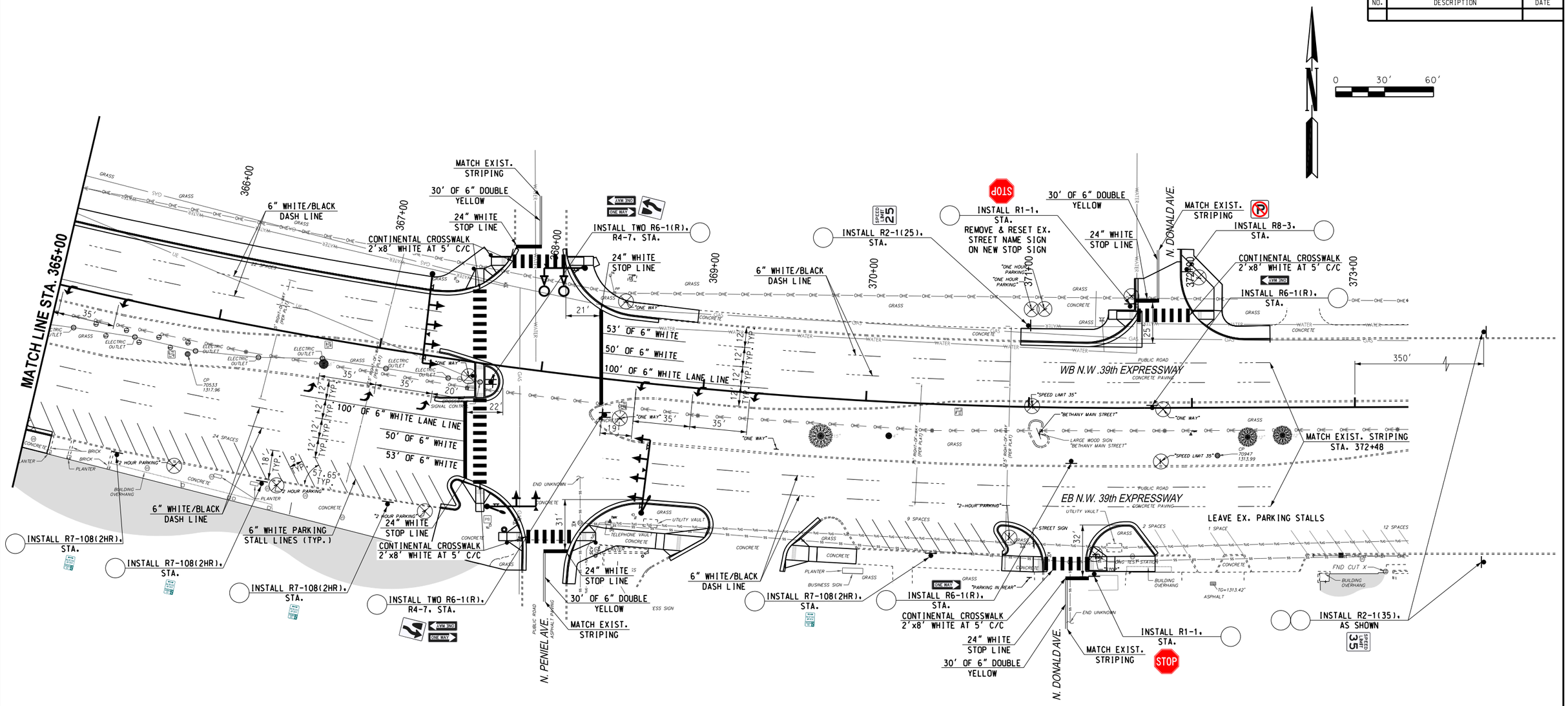
State Job No. 36349(04) Sheet No. T004

OKLAHOMA COUNTY

BEFORE YOU DIG CALL OKIE 811 1-800-522-OKIE

03-07-23 G:\0Projects\T-3000 - SS, SD Signal Modifications 3 Intersections NW 39th Street - Bethany, OK\CAD\T0ll-3634904-SIGNNG & STRIPING PLAN 11OF 21.dgn

REVISIONS		
NO.	DESCRIPTION	DATE



MULTI- POLY STRIPING SUMMARY TABLE

DESCRIPTION	UNIT	TOTALS
TRAFFIC STRIPE (MULTI-POLY) 4" WHITE	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 4" YELLOW	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 4" BLACK	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 6" WHITE	L.F.	1020
TRAFFIC STRIPE (MULTI-POLY) 6" YELLOW	L.F.	400
TRAFFIC STRIPE (MULTI-POLY) 6" BLACK	L.F.	620
TRAFFIC STRIPE (MULTI-POLY) 8" WHITE	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 8" YELLOW	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 8" BLACK	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 12" WHITE	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 12" YELLOW	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 12" BLACK	L.F.	0
TRAFFIC STRIPE (MULTI-POLY) 24" WHITE	L.F.	520
TRAFFIC STRIPE (MULTI-POLY) ARROWS	EA.	8
TRAFFIC STRIPE (MULTI-POLY) WORDS	EA.	0
TRAFFIC STRIPE (MULTI-POLY) SYMBOLS	EA.	0

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

ESTHER M. SHAW-SMITH, P.E. # 23711
C.A. # 1160, RENEWAL 06-30-23

DATE

Traffic Engineering Consultants, Inc.
6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
Ph: 405-720-7721, Web: www.tecusa.com

PROFESSIONAL ENGINEER ESTHER M. SHAW-SMITH 23711 OKLAHOMA

60% PRELIMINARY PLANS

SIGN LEGEND

- ⊗ REMOVE SIGN
- NEW SIGN

Design	EMS	03-07-23
Drawn	SB	03-07-23

TEC A CLEAR DIRECTION

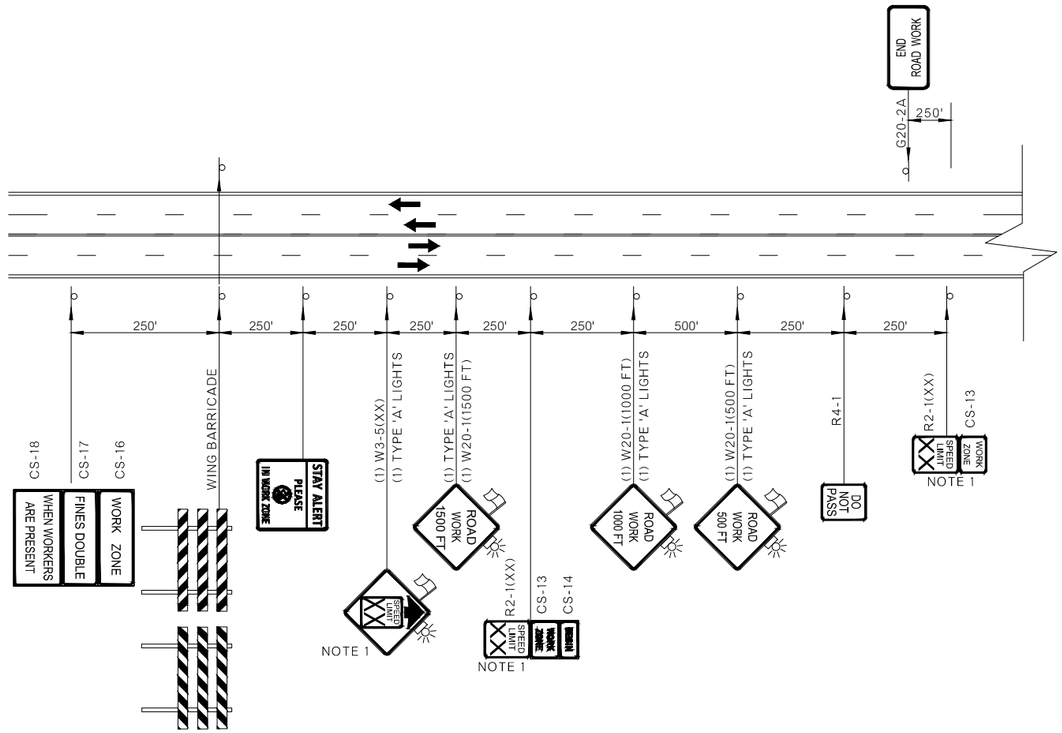
SIGNING & STRIPING PLAN (2 OF 2)

State Job No. 36349(04) Sheet No. T005

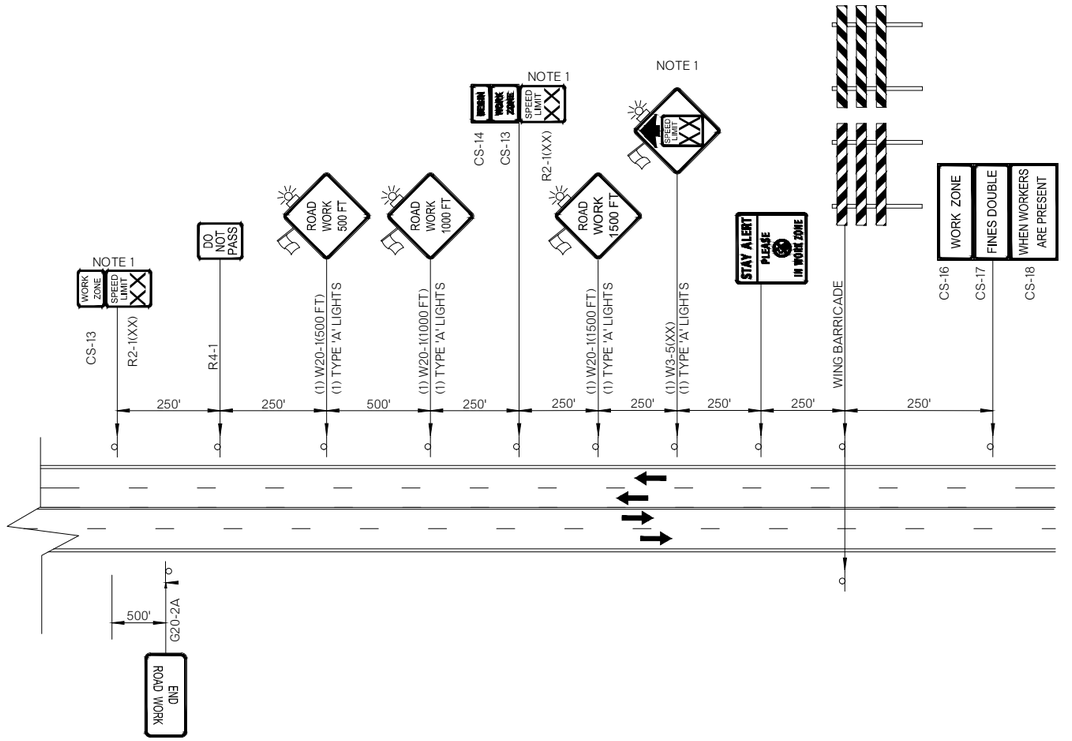
OKLAHOMA COUNTY

BEFORE YOU DIG 811 1-800-522-OKIE CALL OKIE

03-07-23 G:\0Projects\T-3000 - SS, SD Signal Modifications 3 Intersections NW 39th Street - Bethany, OK\CAD\T002-363904-SIGNING & STRIPING PLAN (2 OF 2).dgn



WORK AREA

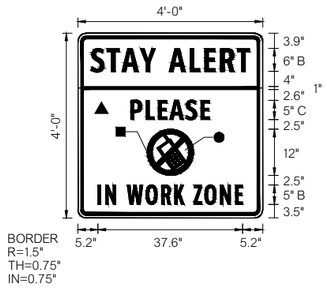


NOTE 1
CONSTRUCTION SPEED LIMIT TO BE DETERMINED BY THE DIVISION ENGINEER.

ALL CONFLICTING PAVEMENT MARKINGS AND RAISED PAVEMENT MARKER REFLECTORS SHALL BE REMOVED. AFTER COMPLETION OF THE WORK, THE TEMPORARY INAPPLICABLE PAVEMENT MARKINGS SHALL BE REMOVED.

DRIVEWAY ACCESS SHALL BE OPEN AND MAINTAINED AT ALL TIMES.

FOR ADDITIONAL INFORMATION ABOUT TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES, SEE STANDARD DRAWING TCS2-1-(LATEST REVISION).



COLOR:
LEGEND, SYMBOL AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
▲ FLUORESCENT ORANGE (REFLECTORIZED)
* FLUORESCENT YELLOW (REFLECTORIZED)
● WHITE (REFLECTORIZED)
■ RED (NON-REFLECORIZED)

KEY:
—o— SIGN

(ADVANCE WARNING SIGNS)

DRAWING NOT TO SCALE

60% PLANS
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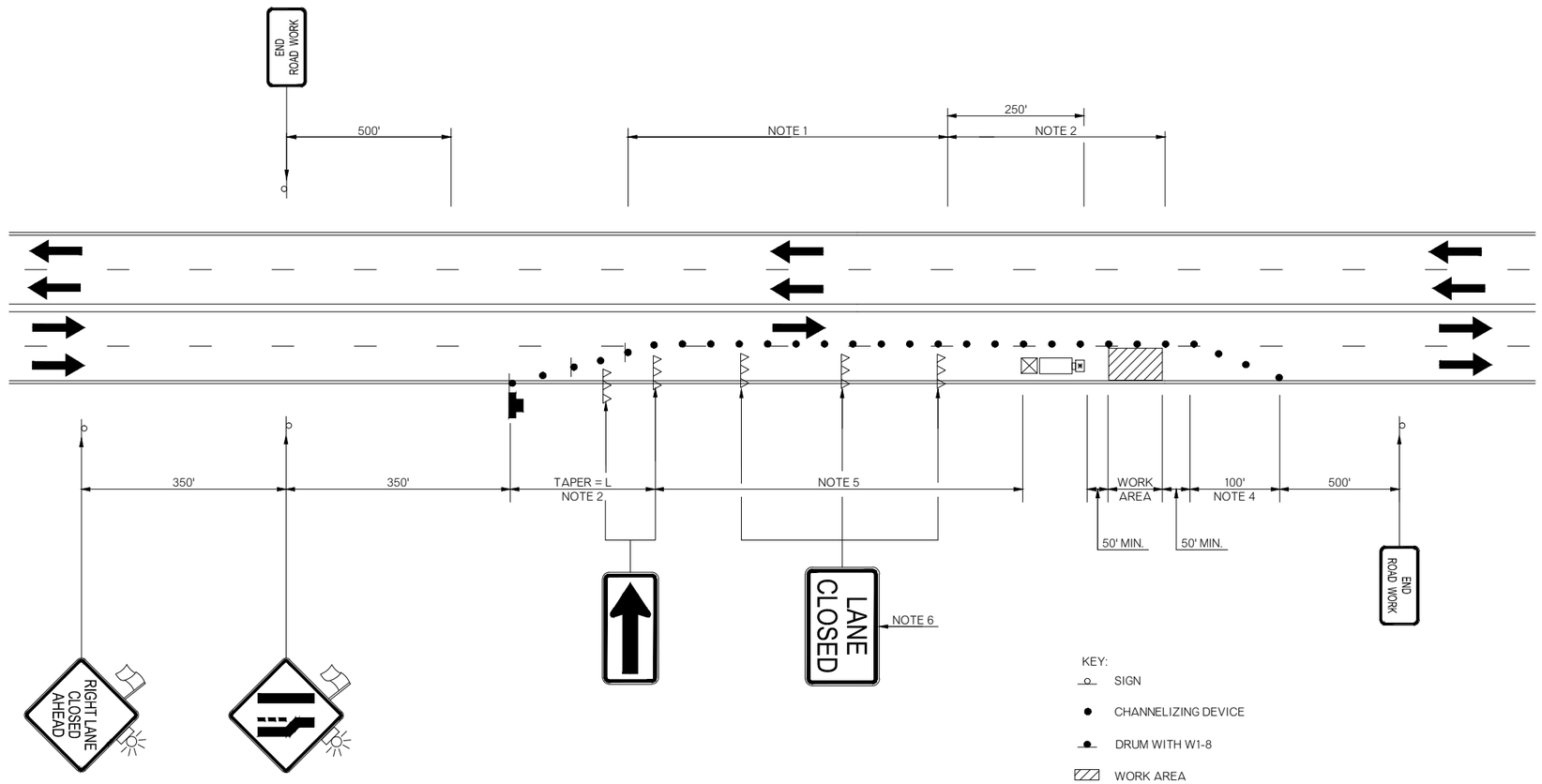
DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		CONSTRUCTION TRAFFIC CONTROL
CHECKED		
APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA ROADWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. T006

DESCRIPTION	REVISIONS	DATE

Z:\116856\DRAWINGS\116895 TRAFFIC CONTROL DETAILS.DWG 3/7/2023 10:22 AM

DESCRIPTION	REVISIONS	DATE



KEY:

- SIGN
- CHANNELIZING DEVICE
- DRUM WITH W1-8
- WORK AREA
- ARROW DISPLAY
- SHADOW VEHICLE
- TRUCK MOUNTED ATTENUATOR
- TYPE III BARRICADES

NOTE 1
MAXIMUM SPACING OF CHANNELIZING DEVICES SHALL BE AS FOLLOWS:
(A) FIRST 250 FEET OF ACTIVITY AREA.
(1) 25 FEET FOR CONES AND TUBE CHANNELIZERS.
(2) 50 FEET FOR TYPE II BARRICADES, VERTICAL PANELS OR DRUMS.
(B) REMAINDER OF WORK AREA.
(1) 50 FEET FOR CONES AND TUBE CHANNELIZERS.
(2) 100 FEET FOR TYPE II BARRICADES, VERTICAL PANELS OR DRUMS.

NOTE 2
MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (FEET) SHALL BE EQUAL TO THE POSTED SPEED LIMIT (M.P.H.) WITH THE FOLLOWING EXCEPTIONS. SPACING SHALL NOT EXCEED 25 FEET FOR CONES OR TUBE CHANNELIZERS. SPACING SHALL NOT EXCEED 50 FEET FOR TYPE II BARRICADES, VERTICAL PANELS OR DRUMS.

NOTE 3
A MINIMUM OF FIVE (5) CHANNELIZING DEVICES SHALL BE PLACED THROUGH THIS TAPER.

NOTE 4
DOWNSTREAM TAPERS SHALL CONTAIN A MINIMUM OF FOUR (4) CHANNELIZING DEVICES.

NOTE 5
A LONGITUDINAL BUFFER AREA, TO ALLOW WORKERS TIME TO EVACUATE THE WORK AREA, SHOULD BE PROVIDED. FOR GUIDELINES ON SETTING THE LENGTH OF THIS BUFFER, SEE STANDARD DRAWING TCS2-1-(LATEST REVISION). ACTUAL LENGTH SHALL BE DETERMINED BY FIELD CONDITIONS AND THE JUDGEMENT OF THE ENGINEER.

NOTE 6
TYPE III BARRICADES WITH SIGNS READING "LANE CLOSED" (R11-2) SHALL BE PLACED EVERY 2,000 FEET THROUGH ACTIVITY AREA. THESE TYPE III BARRICADES AND SIGNS MAY BE OMITTED ON MOVING OPERATIONS AND SHORT DURATION PROJECTS.

FOR ADDITIONAL INFORMATION ABOUT TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES, SEE STANDARD DRAWING TCS2-1-(LATEST REVISION).

ONE LANE CLOSED ON UNDIVIDED ROADWAY

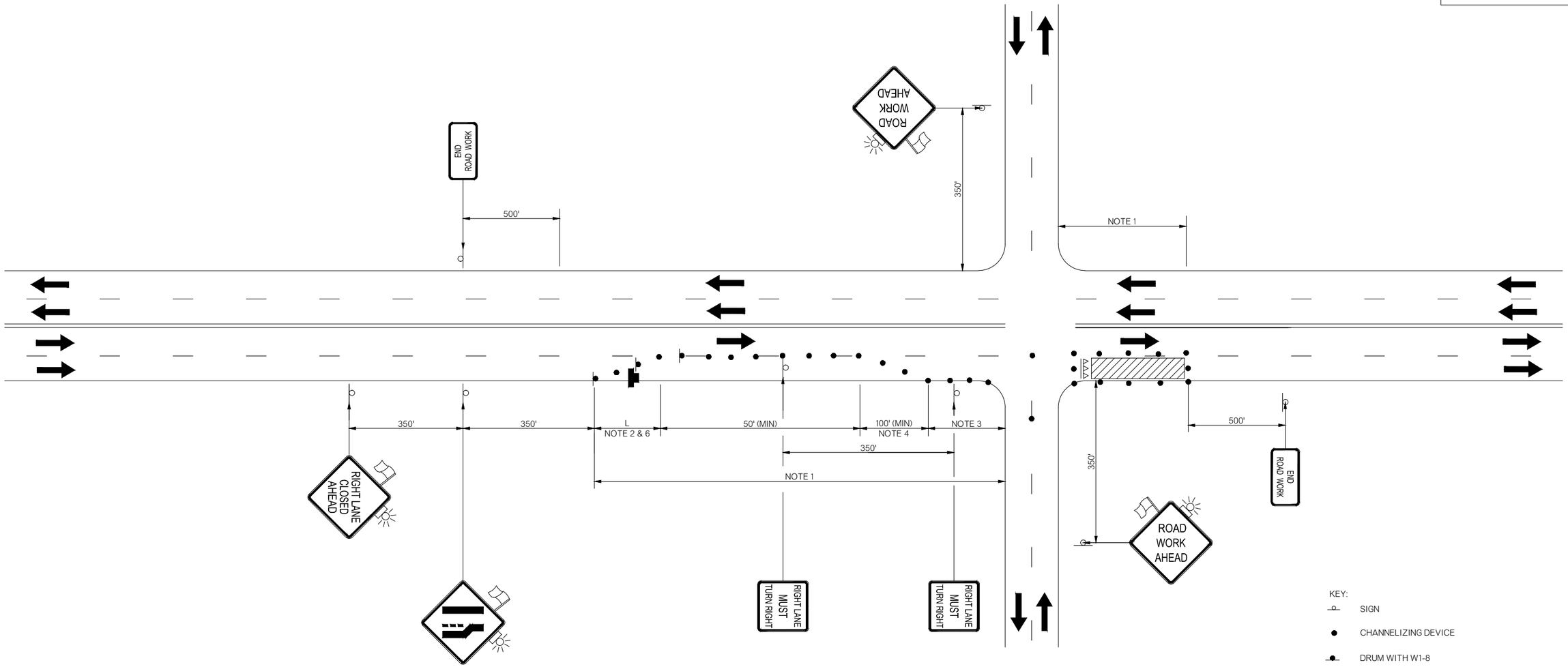
60% PLANS
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DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		CONSTRUCTION TRAFFIC CONTROL
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APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA ROADWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. T007

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DESCRIPTION	REVISIONS	DATE



KEY:

- SIGN
- CHANNELIZING DEVICE
- DRUM WITH W1-8
- WORK AREA
- ARROW DISPLAY
- TYPE III BARRICADES WITH R11-2 (LANE)

NOTE 1
MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (FEET) SHALL BE EQUAL TO THE POSTED SPEED LIMIT (M.P.H.) WITH THE FOLLOWING EXCEPTIONS. SPACING SHALL NOT EXCEED 50 FEET FOR CONES OR TUBE CHANNELIZERS. SPACING SHALL NOT EXCEED 100 FEET FOR TYPE II BARRICADES, VERTICAL PANELS OR DRUMS.

NOTE 2
FOR OPERATIONS OF 3 DAYS OR LESS IT MAY NOT BE FEASIBLE TO REMOVE AND RESTORE EXISTING PAVEMENT MARKINGS. IF THIS CONDITION EXIST IT WILL BE NECESSARY TO PLACE THE CHANNELIZING DEVICES ON A VERY CLOSE SPACING. THIS IS ESPECIALLY IMPORTANT WHERE TRAFFIC IS DIRECTED ACROSS EXISTING CONFLICTING STRIPING. IN SUCH AREAS A MAXIMUM SPACING FOR CHANNELIZING DEVICES SHOULD BE 10 FEET FOR SPEEDS OF 40 M.P.H. OR LESS, AND 20 FEET FOR SPEEDS GREATER THAN 40 M.P.H.

NOTE 3
LENGTH OF RIGHT TURN STORAGE LANE WILL VARY ACCORDING TO SPEED AND STORAGE REQUIREMENTS.

NOTE 4
DOWN STREAM TAPERS SHALL CONTAIN A MINIMUM OF FOUR (4) CHANNELIZING DEVICES.

NOTE 5
A MINIMUM OF FIVE (5) CHANNELIZING DEVICES SHALL BE USED THROUGH THIS TAPER.

NOTE 6
FOR ADDITIONAL INFORMATION ABOUT TAPER LENGTHS AND THE SPACING OF CHANNELIZING DEVICES, SEE STANDARD DRAWING TCS2-1-(LATEST REVISION).

WORK AREA NEAR AN INTERSECTION ALLOWING RIGHT TURNS

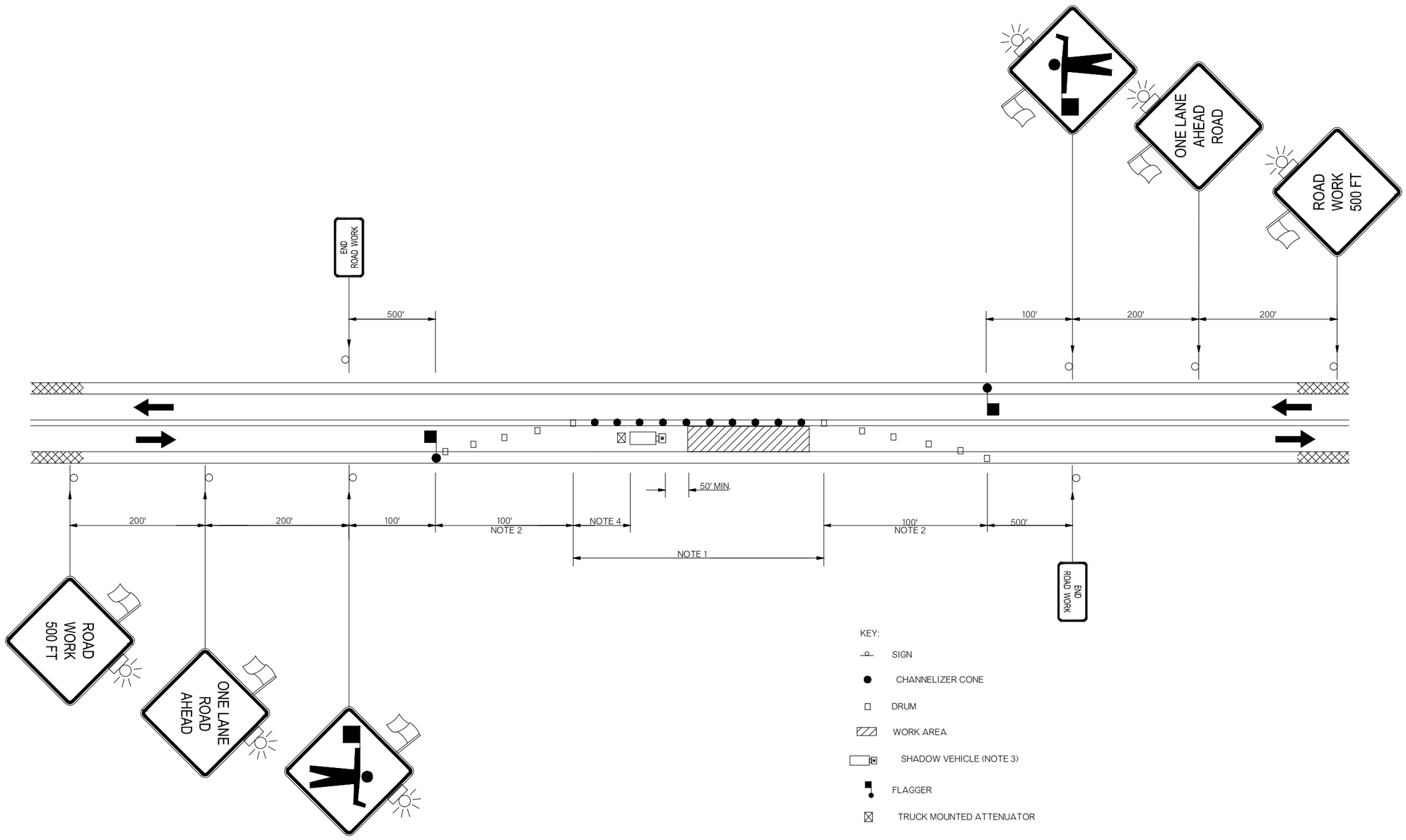
60% PLANS
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DRAWN		CONSTRUCTION TRAFFIC CONTROL
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APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA ROADWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. T008

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DESCRIPTION	REVISIONS	DATE



NOTE 1
MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (FEET) SHALL BE EQUAL TO THE POSTED SPEED LIMIT (M.P.H.) WITH THE FOLLOWING EXCEPTIONS. SPACING SHALL NOT EXCEED 25 FEET FOR CONES OR TUBE CHANNELIZERS. SPACING SHALL NOT EXCEED 50 FEET FOR TYPE II BARRICADES, VERTICAL PANELS OR DRUMS.

NOTE 2
A MINIMUM OF FIVE (5) CHANNELIZING DEVICES SHALL BE PLACED THRU THIS AREA. ADDITIONAL DRUMS MAY BE USED TO CLOSE THE SHOULDER WITH THE APPROVAL OF THE ENGINEER.

NOTE 3
THE SHADOW VEHICLE SHOWN AT THE BEGINNING OF THE WORK AREA SHALL BE IN PLACE WHENEVER WORKERS ARE IN THE WORK AREA. THIS VEHICLE SHALL BE REMOVED FROM THE ROADWAY WHENEVER WORKERS ARE NOT IN THE WORK AREA. THIS VEHICLE SHALL BE EQUIPPED WITH AN ACTUATED FLASHING OR REVOLVING YELLOW LIGHT.

NOTE 4
A LONGITUDINAL BUFFER AREA, TO ALLOW WORKERS TIME TO EVACUATE THE WORK AREA, SHOULD BE PROVIDED. FOR GUIDELINES ON SETTING THE LENGTH OF THIS BUFFER, SEE STANDARD DRAWING TCS2-1-(LATEST REVISION). ACTUAL LENGTH SHALL BE DETERMINED BY FIELD CONDITIONS AND THE JUDGEMENT OF THE ENGINEER.

END ROAD WORK SIGNS MAY BE OMITTED IF WORK ZONE IS LESS THAN 2,000 FEET.

THE FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT CONTACT AT ALL TIMES AND SHALL BE POSITIONED TO PROTECT THE WORKERS.

WHEN NO WORK IS BEING PREFORMED AND TWO LANE TRAFFIC IS OPERATING, FLAGGERS WILL NOT BE REQUIRED. WHENEVER FLAGGERS ARE NOT PRESENT, THE "FLAGGER" SIGNS SHALL BE REMOVED OR COVERED.

FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.

IN INSTANCES WHERE SIGHT DISTANCE MAY BE RESTRICTED DUE TO A CREST VERTICAL CURVE, HORIZONTAL CURVE OR OTHER FACTORS, THE CHANNELIZING DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.

LANE CLOSURE WITH FLAGGING PROVIDED

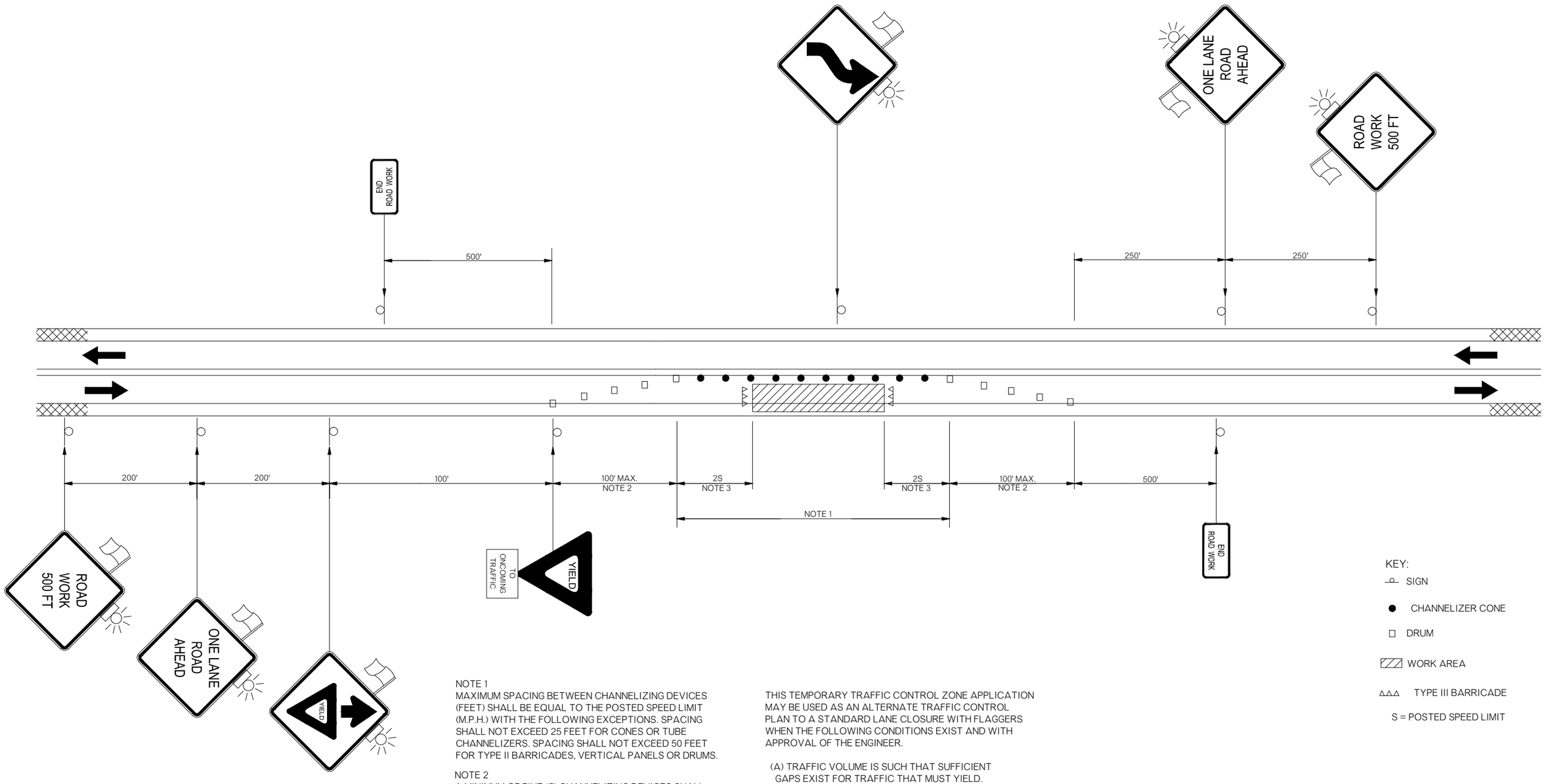
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DRAWN		CONSTRUCTION TRAFFIC CONTROL
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APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA ROADWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. T009

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DESCRIPTION	REVISIONS	DATE



NOTE 1
MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (FEET) SHALL BE EQUAL TO THE POSTED SPEED LIMIT (M.P.H.) WITH THE FOLLOWING EXCEPTIONS. SPACING SHALL NOT EXCEED 25 FEET FOR CONES OR TUBE CHANNELIZERS. SPACING SHALL NOT EXCEED 50 FEET FOR TYPE II BARRICADES, VERTICAL PANELS OR DRUMS.

NOTE 2
A MINIMUM OF FIVE (5) CHANNELIZING DEVICES SHALL BE PLACED THRU THIS AREA. ADDITIONAL DRUMS MAY BE USED TO CLOSE THE SHOULDER WITH THE APPROVAL OF THE ENGINEER.

NOTE 3
DISTANCE 2S IS EQUAL TO TWICE THE POSTED SPEED LIMIT IN FEET.

THIS TEMPORARY TRAFFIC CONTROL ZONE APPLICATION MAY BE USED AS AN ALTERNATE TRAFFIC CONTROL PLAN TO A STANDARD LANE CLOSURE WITH FLAGGERS WHEN THE FOLLOWING CONDITIONS EXIST AND WITH APPROVAL OF THE ENGINEER.

(A) TRAFFIC VOLUME IS SUCH THAT SUFFICIENT GAPS EXIST FOR TRAFFIC THAT MUST YIELD.

(B) DRIVERS FROM BOTH DIRECTIONS MUST BE ABLE TO SEE APPROACHING TRAFFIC THROUGH AND BEYOND THE WORK AREA.

KEY:
- SIGN
- CHANNELIZER CONE
- DRUM
- WORK AREA
- TYPE III BARRICADE
- S = POSTED SPEED LIMIT

LANE CLOSURE ON LOW-VOLUME ROADWAY

60% PLANS
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DRAWN		CONSTRUCTION TRAFFIC CONTROL
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APPROVED		
SQUAD	SRB	

COUNTY OKLAHOMA ROADWAY SH-66 STATE JOB NO. 36349(04) SHEET NO. T010

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PROJECT: 36349(04) - **60% COST ESTIMATE**
LOC.: NW 39TH EXPRESSWAY FROM ASBURY AVE TO DONALD AVE
CLIENT: CITY OF WARR ACRES & ODOT
DATE: 3/8/2023
TAB 1: PEDESTRIAN HARDSCAPE IMPROVEMENTS

ENGINEER'S ESTIMATE

BASE BID - PEDESTRIAN HARDSCAPE IMPROVEMENTS

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	$10.00	$ 4,000.00
2	BASE	225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	640.00	$40.00	$ 25,600.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	10.00	$500.00	$ 5,000.00
4	BASE	305	CURB & GUTTER (6" BARRIER)	LF	820.00	$40.00	$ 32,800.00
5	BASE	305	CURB & GUTTER (8" BARRIER)	LF	1,670.00	$45.00	$ 75,150.00
6	BASE	823	DETECTABLE EDGE TREATMENT	SY	330.00	$100.00	$ 33,000.00
7	BASE	823	4" CONCRETE SIDEWALK	SY	1,605.00	$65.00	$ 104,325.00
8	BASE	823	8" CONCRETE SIDEWALK	SY	248.00	$140.00	$ 34,720.00
9	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	$80.00	$ 11,760.00
10	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$5,000.00	$ 5,000.00
11	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$10,539.00	$ 10,539.00
12	BASE	809	MOBILIZATION	LSUM	1.00	$103,000.00	$ 103,000.00
13	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$5,000.00	$ 5,000.00
14	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$5,000.00	$ 5,000.00
15	BASE	812	REMOVAL OF CURB AND GUTTER	LF	2,450.00	$10.00	$ 24,500.00
16	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	$15.00	$ 25,500.00
17	BASE	812	REMOVAL OF SIDEWALK	SY	2,607.00	$15.00	$ 39,105.00
18	BASE	814	FULL DEPTH P.C.C. PATCH (PLACEMENT)	SY	34.00	$170.00	$ 5,780.00
19	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	$3,000.00	$ 6,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	9.00	$750.00	$ 6,750.00
21	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	$800.00	$ 5,600.00
22	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	$8,000.00	$ 16,000.00
23	BASE	840	SOLID SLAB SODDING	SY	2,750.00	$4.00	$ 11,000.00
24	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$5,000.00	$ 5,000.00
25	BASE	971	TACTILE WARNING DEVICE	SF	405.00	$45.00	$ 18,225.00
							$ 618,354.00

BASE BID - NORTH OF NW 39TH EXPRESSWAY

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	$10.00	$ 4,000.00
2	BASE	225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	390.00	$40.00	$ 15,600.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	5.00	$500.00	$ 2,500.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	1,340.00	$45.00	$ 60,300.00
5	BASE	823	DETECTABLE EDGE TREATMENT	SY	330.00	$100.00	$ 33,000.00
6	BASE	823	4" CONCRETE SIDEWALK	SY	970.00	$65.00	$ 63,050.00
7	BASE	823	8" CONCRETE SIDEWALK	SY	103.00	$140.00	$ 14,420.00
8	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	$80.00	$ 11,760.00
9	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$2,500.00	$ 2,500.00
10	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$5,269.50	$ 5,269.50
11	BASE	809	MOBILIZATION	LSUM	1.00	$51,500.00	$ 51,500.00
12	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$2,500.00	$ 2,500.00
13	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$2,500.00	$ 2,500.00
14	BASE	812	REMOVAL OF CURB AND GUTTER	LF	1,400.00	$10.00	$ 14,000.00
15	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	$15.00	$ 25,500.00
16	BASE	812	REMOVAL OF SIDEWALK	SY	1,620.00	$15.00	$ 24,300.00
17	BASE	814	FULL DEPTH P.C.C. PATCH (PLACEMENT)	SY	34.00	$170.00	$ 5,780.00
18	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	1.00	$3,000.00	$ 3,000.00
19	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	2.00	$750.00	$ 1,500.00
21	BASE	840	SOLID SLAB SODDING	SY	2,000.00	$4.00	$ 8,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$2,500.00	$ 2,500.00
23	BASE	971	TACTILE WARNING DEVICE	SF	165.00	$45.00	$ 7,425.00
					58.37%	Base Total	**$ 360,904.50**

BASE BID - MEDIAN OF NW 39TH EXPRESSWAY

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	50.00	$40.00	$ 2,000.00
2	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	2.50	$500.00	$ 1,250.00
3	BASE	305	CURB & GUTTER (8" BARRIER)	LF	330.00	$45.00	$ 14,850.00
4	BASE	823	8" CONCRETE SIDEWALK	SY	40.00	$140.00	$ 5,600.00
5	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$1,250.00	$ 1,250.00
6	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$2,634.75	$ 2,634.75
7	BASE	809	MOBILIZATION	LSUM	1.00	$25,750.00	$ 25,750.00
8	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$1,250.00	$ 1,250.00
9	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$1,250.00	$ 1,250.00
10	BASE	812	REMOVAL OF CURB AND GUTTER	LF	250.00	$10.00	$ 2,500.00
11	BASE	812	REMOVAL OF SIDEWALK	SY	87.00	$15.00	$ 1,305.00
12	BASE	840	SOLID SLAB SODDING	SY	250.00	$4.00	$ 1,000.00
13	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$1,250.00	$ 1,250.00
14	BASE	971	TACTILE WARNING DEVICE	SF	60.00	$45.00	$ 2,700.00
					10.45%	Base Total	**$ 64,589.75**

BASE BID - SOUTH OF NW 39TH EXPRESSWAY

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	200.00	$40.00	$ 8,000.00
2	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	2.50	$500.00	$ 1,250.00
3	BASE	305	CURB & GUTTER (6" BARRIER)	LF	820.00	$40.00	$ 32,800.00
4	BASE	823	4" CONCRETE SIDEWALK	SY	635.00	$65.00	$ 41,275.00
5	BASE	823	8" CONCRETE SIDEWALK	SY	105.00	$140.00	$ 14,700.00
6	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$1,250.00	$ 1,250.00
7	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$2,634.75	$ 2,634.75
8	BASE	809	MOBILIZATION	LSUM	1.00	$25,750.00	$ 25,750.00
9	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$1,250.00	$ 1,250.00
10	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$1,250.00	$ 1,250.00
11	BASE	812	REMOVAL OF CURB AND GUTTER	LF	800.00	$10.00	$ 8,000.00
12	BASE	812	REMOVAL OF SIDEWALK	SY	900.00	$15.00	$ 13,500.00
13	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	1.00	$3,000.00	$ 3,000.00
14	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	7.00	$750.00	$ 5,250.00
15	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	$800.00	$ 5,600.00
16	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	$8,000.00	$ 16,000.00
17	BASE	840	SOLID SLAB SODDING	SY	500.00	$4.00	$ 2,000.00
18	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$1,250.00	$ 1,250.00
19	BASE	971	TACTILE WARNING DEVICE	SF	180.00	$45.00	$ 8,100.00
					31.19%	Base Total	**$ 192,859.75**

PROJECT: 36349(04) - **60% COST ESTIMATE**
LOC.: NW 39TH EXPRESSWAY FROM ASBURY AVE TO DONALD AVE
CLIENT: CITY OF WARR ACRES & ODOT
DATE: 3/8/2023
TAB 2: BASE + ALTERANATE BID COMPARISON

ENGINEER'S ESTIMATE

BASE BID: PEDESTRIAN HARDSCAPE IMPROVEMENTS

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	$10.00	$ 4,000.00
2	BASE	225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	640.00	$40.00	$ 25,600.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	10.00	$500.00	$ 5,000.00
4	BASE	305	CURB & GUTTER (6" BARRIER)	LF	820.00	$40.00	$ 32,800.00
5	BASE	305	CURB & GUTTER (8" BARRIER)	LF	1,670.00	$45.00	$ 75,150.00
6	BASE	823	4" CONCRETE SIDEWALK	SY	1,605.00	$65.00	$ 104,325.00
7	BASE	823	8" CONCRETE SIDEWALK	SY	248.00	$140.00	$ 34,720.00
8	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	$80.00	$ 11,760.00
9	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$5,000.00	$ 5,000.00
10	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$10,539.00	$ 10,539.00
11	BASE	809	MOBILIZATION	LSUM	1.00	$103,000.00	$ 103,000.00
12	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$5,000.00	$ 5,000.00
13	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$5,000.00	$ 5,000.00
14	BASE	812	REMOVAL OF CURB AND GUTTER	LF	2,450.00	$10.00	$ 24,500.00
15	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	$15.00	$ 25,500.00
16	BASE	812	REMOVAL OF SIDEWALK	SY	2,607.00	$15.00	$ 39,105.00
17	BASE	814	FULL DEPTH P.C.C. PATCH (PLACEMENT)	SY	34.00	$170.00	$ 5,780.00
18	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	$3,000.00	$ 6,000.00
19	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	9.00	$750.00	$ 6,750.00
20	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	$800.00	$ 5,600.00
21	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	$8,000.00	$ 16,000.00
23	BASE	840	SOLID SLAB SODDING	SY	2,750.00	$4.00	$ 11,000.00
24	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$5,000.00	$ 5,000.00
25	BASE	971	TACTILE WARNING DEVICE	SF	405.00	$45.00	$ 18,225.00
						5% Contigency	***$ 29,267.70***
						Hardscape Improvements Base Total	**$ 614,621.70**

BASE BID: INTERSECTION SIGNAL UPGRADES

New Decorative Pedestrian Poles & New Decorative Traffic Signal Poles

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	710	TRAFFIC SIGNAL IMPROVEMENTS	EA	3.00	$400,843.33	$ 1,202,530.00
2	BASE	734	SIGNING AND STRIPING	LSUM	1.00	$52,320.00	$ 52,320.00
						10% Contigency	***$ 125,485.00***
						Signal Upgrades Base Total	**$ 1,380,335.00**

ALTERNATE #1: COLORED & STAMPED CONCRETE

2' Wide Detectable Edge Treatment

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID+5%	AMOUNT
1	ALT #1	823	DETECTABLE EDGE TREATMENT (COLORED & STAMPED)	SY	330.00	$105.00	$ 34,650.00

ALTERNATE #2: CONCRETE PAVERS

2' Wide Detectable Edge Treatment

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID+5%	AMOUNT
1	ALT#2	823	DETECTABLE EDGE TREATMENT (CONCRETE PAVERS)	SY	330.00	$336.00	$ 110,880.00

TOTAL COST ESTIAMTE

BID	DESCRIPTION	TOTAL
BASE + ALT#1	**BASE BID + COLORED & STAMPED CONCRETE** *(Detectable Edge Treatment)*	**$ 2,029,606.70**
BASE + ALT#2	**BASE BID + CONCRETE PAVERS** *(Detectable Edge Treatment)*	**$ 2,105,836.70**

PROJECT: SNU/ODOT SAFETY IM
LOC.: NW 39TH EXPRESSWA
CLIENT: CITY OF WARR ACRES
DATE: 1/20/2023

30% COST ESTIMATE FROM JAN 20, 2023

TAB 1: PEDESTRIAN HARDSCAPE IMPROVEMENTS

ENGINEER'S ESTIMATE

BASE BID - PEDESTRIAN HARDSCAPE IMPROVEMENTS

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	$25.00	$ 10,000.00
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	610.00	$40.00	$ 24,400.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	10.00	$500.00	$ 5,000.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	2,403.00	$50.00	$ 120,150.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	2,262.00	$70.00	$ 158,340.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	233.00	$140.00	$ 32,620.00
7	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	$80.00	$ 11,760.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$5,000.00	$ 5,000.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$10,539.00	$ 10,539.00
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$15,000.00	$ 15,000.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$5,000.00	$ 5,000.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	2,560.00	$10.00	$ 25,600.00
13	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	$15.00	$ 25,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	2,110.00	$15.00	$ 31,650.00
15	BASE	814	PAVEMENT CUT AND PERMANENT REPAIR	SY	34.00	$170.00	$ 5,780.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	$3,000.00	$ 6,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	9.00	$750.00	$ 6,750.00
18	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	$800.00	$ 5,600.00
19	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	$8,000.00	$ 16,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	4.00	$1,500.00	$ 6,000.00
21	BASE	840	SOLID SLAB SODDING	SY	3,000.00	$5.00	$ 15,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$14,000.00	$ 14,000.00
23	BASE	971	TACTILE WARNING DEVICE	SF	410.00	$45.00	$ 18,450.00
						Base Total	**$ 574,139.00**

BASE BID - NORTH OF NW 39TH EXPRESSWAY

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	$25.00	$ 10,000.00
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	370.00	$40.00	$ 14,800.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	5.00	$500.00	$ 2,500.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	1,310.00	$50.00	$ 65,500.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	1,465.00	$70.00	$ 102,550.00
=	BASE	823	8" CONCRETE SIDEWALK	SY	100.00	$140.00	$ 14,000.00
7	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	$80.00	$ 11,760.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$2,500.00	$ 2,500.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$5,269.50	$ 5,269.50
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$7,500.00	$ 7,500.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$2,500.00	$ 2,500.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	1,500.00	$10.00	$ 15,000.00
13	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	$15.00	$ 25,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	1,160.00	$15.00	$ 17,400.00
15	BASE	814	PAVEMENT CUT AND PERMANENT REPAIR	SY	34.00	$170.00	$ 5,780.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	1.00	$3,000.00	$ 3,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	2.00	$750.00	$ 1,500.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	1.00	$1,500.00	$ 1,500.00
21	BASE	840	SOLID SLAB SODDING	SY	2,300.00	$5.00	$ 11,500.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$7,000.00	$ 7,000.00
23	BASE	971	TACTILE WARNING DEVICE	SF	165.00	$45.00	$ 7,425.00
					58.26%	**Base Total**	**$ 334,484.50**

BASE BID - MEDIAN OF NW 39TH EXPRESSWAY

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	40.00	$40.00	$ 1,600.00
2	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	2.50	$500.00	$ 1,250.00
3	BASE	305	CURB & GUTTER (8" BARRIER)	LF	270.00	$50.00	$ 13,500.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	40.00	$140.00	$ 5,600.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$1,250.00	$ 1,250.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$2,634.75	$ 2,634.75
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$3,750.00	$ 3,750.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$1,250.00	$ 1,250.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	250.00	$10.00	$ 2,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	87.00	$15.00	$ 1,305.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	1.00	$1,500.00	$ 1,500.00
21	BASE	840	SOLID SLAB SODDING	SY	200.00	$5.00	$ 1,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$3,500.00	$ 3,500.00
23	BASE	971	TACTILE WARNING DEVICE	SF	60.00	$45.00	$ 2,700.00
					7.55%	**Base Total**	**$ 43,339.75**

BASE BID - SOUTH OF NW 39TH EXPRESSWAY

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	200.00	$40.00	$ 8,000.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	2.50	$500.00	$ 1,250.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	823.00	$50.00	$ 41,150.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	797.00	$70.00	$ 55,790.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	93.00	$140.00	$ 13,020.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$1,250.00	$ 1,250.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$2,634.75	$ 2,634.75
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$3,750.00	$ 3,750.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$1,250.00	$ 1,250.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	810.00	$10.00	$ 8,100.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	863.00	$15.00	$ 12,945.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	1.00	$3,000.00	$ 3,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	7.00	$750.00	$ 5,250.00
18	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	$800.00	$ 5,600.00
19	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	$8,000.00	$ 16,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	2.00	$1,500.00	$ 3,000.00
21	BASE	840	SOLID SLAB SODDING	SY	500.00	$5.00	$ 2,500.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$3,500.00	$ 3,500.00
23	BASE	971	TACTILE WARNING DEVICE	SF	185.00	$45.00	$ 8,325.00
					34.19%	**Base Total**	**$ 196,314.75**

PROJECT: SNU/ODOT SAFETY IMPROVE
LOC.: NW 39TH EXPRESSWAY FRON
CLIENT: CITY OF WARR ACRES & ODO
DATE: 1/20/2023

30% COST ESTIMATE FROM JAN 20, 2023

TAB 2: PED. HARDSCAPE + SIGNAL UPGRADES

ENGINEER'S ESTIMATE

PEDESTRIAN HARDSCAPE IMPROVEMENTS

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	$25.00	$ 10,000.00
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	610.00	$40.00	$ 24,400.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	10.00	$500.00	$ 5,000.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	2,403.00	$50.00	$ 120,150.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	2,262.00	$70.00	$ 158,340.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	233.00	$140.00	$ 32,620.00
7	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	$80.00	$ 11,760.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	$5,000.00	$ 5,000.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	$10,539.00	$ 10,539.00
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	$15,000.00	$ 15,000.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	$5,000.00	$ 5,000.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	2,560.00	$10.00	$ 25,600.00
13	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	$15.00	$ 25,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	2,110.00	$15.00	$ 31,650.00
15	BASE	814	PAVEMENT CUT AND PERMANENT REPAIR	SY	34.00	$170.00	$ 5,780.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	$3,000.00	$ 6,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	9.00	$750.00	$ 6,750.00
18	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	$800.00	$ 5,600.00
19	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	$8,000.00	$ 16,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	4.00	$1,500.00	$ 6,000.00
21	BASE	840	SOLID SLAB SODDING	SY	3,000.00	$5.00	$ 15,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	$14,000.00	$ 14,000.00
23	BASE	971	TACTILE WARNING DEVICE	SF	410.00	$45.00	$ 18,450.00
						Base Total	**$ 574,139.00**

INTERSECTION SIGNAL UPGRADES

New Decorative Pedestrian Poles & New Decorative Traffic Signal Poles

ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	SIGNAL	710	REPLACE SIGNAL CONTROLLER	EA	3.00	$12,000.00	$ 36,000.00
2	SIGNAL	711	INSTALL VIDEO DETECTION	EA	3.00	$80,000.00	$ 240,000.00
3	SIGNAL	724	DECORATIVE PEDESTRIAN POLES, CONDUIT, CABLING	EA	20.00	$3,000.00	$ 60,000.00
4	SIGNAL	723	PEDESTRIAN PUSH BUTTON	EA	24.00	$2,000.00	$ 48,000.00
5	SIGNAL	717	PEDESTRIAN SIGNAL HEADS	EA	24.00	$1,000.00	$ 24,000.00
6	SIGNAL	725	PEDESTRIAN POLE FOOTINGS	EA	20.00	$500.00	$ 10,000.00
7	SIGNAL	714	INTERSECTION CONDUIT, CABLE, PULL BOXES	EA	3.00	$15,000.00	$ 45,000.00
8	SIGNAL	724	DECORATIVE SIGNAL POLES	EA	12.00	$35,000.00	$ 420,000.00
9	SIGNAL	725	SIGNAL POLE FOOTINGS	EA	12.00	$4,000.00	$ 48,000.00
9	SIGNAL	727	LED SIGNAL HEADS	EA	36.00	$1,200.00	$ 43,200.00
10	SIGNAL	734	SIGNING AND STRIPING	LSUM	1.00	$40,000.00	$ 40,000.00
11	SIGNAL	801	MOBILIZATION	LSUM	1.00	$103,000.00	$ 103,000.00
						Alt. #2 Total	**$ 1,117,200.00**

TOTAL COST ESTIAMTE

BID	DESCRIPTION	SUBTOTAL	20% CONTINGENCY	TOTAL
BASE + SIGNAL	**HARDSCAPE IMPROVMENTS +SIGNAL UPGRADES** *(New Decorative Ped. & Signal Poles)*	$ 1,691,339.00	$ 338,267.80	**$ 2,029,606.80**

Agenda: 03/21/2023
Item: 14

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 13, 2023
Subject: Oklahoma Department of Commerce (ODOC) Community Development Block Grant (CDBG) Waterline Replacement Project

Item: Permission to advertise for bids

Description: Construction of 1,265 linear feet of six (6) inch water line and appurtenances on the west side of N Holloway Avenue between NW 36th Street and NW 32nd Street.

RECOMMENDATION

1. Approval to advertise for bids for the construction of ODOC CDBG Waterline Replacement Project as presented.

ADDITIONAL COMMENTS



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 9, 2023

City of Bethany
Ms. Elizabeth Gray
6700 NW 36th Street
Bethany, Oklahoma 73008

Re: Request Permission to Advertise for Bids the Oklahoma Department of Commerce (ODOC) Community Development Block Grant Waterline Replacement Project

Dear Ms. Gray:

We are requesting permission to advertise for bids the ODOC Community Development Block Grant Waterline Replacement Project. The project will construct 1,265 linear feet of 6-inch waterline and appurtenances on the west side of North Holloway Avenue Between NW 36th Street and NW 32nd Street. The new waterline will replace an old 4-inch waterline on the west and 2-inch waterline on the east side of North Holloway between NW 36th Street and NW 32nd Street.

The project schedule is as follows:

Advertise for bids on March 24, 2023, and March 31, 2023
Pre-bid meeting April 5, 2023
Open Bids April 19th, 2023
City Council consider award of the project on May 2, 2023
Anticipated project completion is August 18, 2023

Respectfully Submitted,

Robbie Williams, PE

Attachment: Construction Specification and Plans

3020 N.W. 149th Street • Oklahoma City, Oklahoma 73134 • Telephone (405) 752-1122 • Fax (405) 752-8855

SPECIFICATIONS

for

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

ODOC CONTRACT NO. 18607 CDBG 22

for the
CITY OF BETHANY
OKLAHOMA

BY:

TEIM DESIGN, PLLC
3020 NW 149th Street
Oklahoma City, OK 73134
Telephone: (405) 752-1122
Fax: (405) 752-8855

TEIM Design, PLLC Project No. ET424.01

March, 2023

APPROVAL SHEET

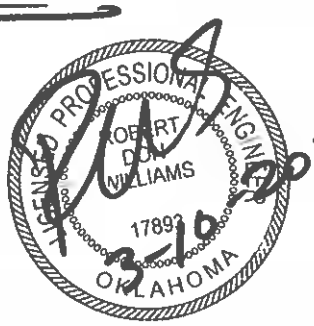
ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 10th DAY OF March, 2023

Robert Don Williams, P.E.



3-10-2023

NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36th Street, Bethany, Oklahoma, 73008** until **3:00 p.m.** on **Wednesday** the **19th day of April, 2023,** for the construction of:

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CDBG Project No. 18607 CDBG 22
CITY OF BETHANY, OKLAHOMA

Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk and are made a part of this notice as fully set forth herein and copy of which may be obtained from TEIM Design, PLLC, 3020 Northwest 149th Street, Oklahoma City, Oklahoma 73134 upon deposit of **$50.00 per set**, all of which will be retained. All bids shall remain on file at least ten (10) days thereafter before a contract shall be made and entered into thereon.

All bids must include assurances that the following provisions will be complied with:
complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5; Subpart A - Davis-Bacon Act; Subpart B – Fringe Benefit Provision.

2. Section 3 Final Rule became effective on November 30, 2020. It is codified at 24 CFR part 75. The regulation simplifies the Section 3 requirements and establishes that Section 3 requirements apply to housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of HUD assistance to the project exceeds a minimum funding threshold. The regulation also improves alignment with current business practices by requiring the reporting of labor hours rather than new hires. The Benchmark Notice establishes the current numeric goals for compliance with Section 3 requirements.

3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination.

4. Non-Segregated Facilities, Certification that assures the bidder does not maintain or provide any segregated facilities.

5. Executive Order 11246, EEO provisions require affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project.

7. Circular 570 - Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.

8. SAM.gov Registration - Entities must be Active in SAM.gov with no exclusions in order to receive a federally assisted contract.

The Owner reserves the right to reject any or all bids, waive any irregularities or technicalities without assigning reason therefore, and to make the award in the best interest of the owner. Bid must be awarded to the lowest, responsive, and responsible bidder pursuant to the Oklahoma State Competitive Bidding Act of 1974 as amended.

Bids received more than twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder.

The City of Bethany reserves the right to reject any or all bids. Bids will be opened at **3:00 p.m.** on **Wednesday** the **19th day of April, 2023,** in the **City Hall Building, 6700 N.W. 36th Street, Bethany, Oklahoma 73008.**

A pre-bid conference will be held at the City Hall Building, 6700 NW 36th Street, Bethany, Oklahoma 73008 on Wednesday, April 5th, 2023, at 3:00 p.m. Attendance at the pre-bid conference *is not* mandatory.

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City Clerk

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ATTACHMENT – CONSTRUCTION PLANS

INFORMATION TO BIDDERS

Bids will be received by (Herein called the "Owner") at the City of Bethany (Herein called the Owner") at 6700 NW 36th Street, Bethany, Oklahoma 73008 until 3:00 p.m., CST/CDST, on the 19th day of April 2023, and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to City Clerk at 6700 NW 36th Street, Bethany, OK 73008. Each sealed envelope containing a bid must be plainly marked on the outside as a "Bid for ODOC Community Development Block Grant Waterline Replacement Project" and the envelope should bear on the outside the bidder's name, address, and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at 6700 NW 36th Street, Bethany, OK 73008.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights- of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which will be returned. A certified check may be used in lieu of the bid bond.

A construction bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement, and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc.

When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

Inspection trips for prospective bidders are to be completed by the contractor prior to submitting bid.

The engineer is Robbie Williams, TEIM Design, PLLC.

Address 3020 NW 149th Street, Oklahoma City, Oklahoma 73134.

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of-way.

GENERAL PROVISIONS

DEFINITION OF TERMS

2.01 - Definitions. Wherever the words, forms or phrases herein define, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

A.A.S.H.T.O. - The American Association of State Highway Transportation Officials.

ADVERTISEMENT - All of the legal publications pertaining to the work contemplated or under contract.

A.S.T.M. - The American Society for Testing Materials.

AWARD - The decision of the City to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore specified or otherwise required by law.

BIDDER - Any person or persons, partnership, company, firm or corporation acting directly through a duly authorized representative submitting a proposal for the work contemplated.

CALENDER DAY - Any day of the year.

CITY - City of Bethany, Oklahoma, a Municipal Corporation, acting through its duly authorized representatives or agents.

CITY AUDITOR - The City Auditor of the City of or their duly authorized assistants or agents.

CITY BUILDING DEPARTMENT - The City Building Department.

CITY CLERK - The City Clerk of the City, or their duly authorized assistants or agents.

CITY MANAGER - The Manager of the City.

CITY TREASURER - The City Treasurer of the City, or their duly authorized assistants or agents.

CONSTRUCTION BOND - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the plans, specifications and terms of the contract.

CONTRACT - The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to the Contractors, Proposals, Bonds, Specifications, including special Provisions, plans or working drawings and any supplemental agreements pertaining to the work or materials therefor.

CONTRACTOR - The persons or persons, partnership, company, firm or corporation entering into contract for the execution of the work acting directly through a duly authorized representative.

COUNCIL - The Council of the City.

DEVELOPER - The owner of a tract of land that has been subdivided into lots, blocks, streets, and alleys having street improvements made in accordance with these specifications by private contract.

DIRECTOR OF PUBLIC WORKS - The person acting within the scope of duly delegated authority.

ENGINEER - City Engineer or his duly authorized agents acting severally within the scope of the particular duties entrusted to them.

EXTRA WORK - Any work performed by the Contractor not provided for by the plans.

FURNISH - To supply.

MAINTENANCE BOND - The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him, against any failure due to defective material or workmanship.

MAJOR PAY ITEM - Any item having an original contract value in excess of 10 percent of the original contract amount shall be considered as a major item or items. All other items shall be considered minor items.

MAYOR - The Mayor of the City and Chairman of the City of Bethany Works Authority.

MOBILIZATION - Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site. Payment for same will be made as provided for in the Special Provisions.

MUNICIPAL COUNSELOR - The Municipal Attorney of the City or his duly authorized assistants or agents.

OWNER - The owner is that person or agency contracting for the proposed improvements.

PLAN OR PLANS - All of the drawings pertaining to the contract and made a part thereof, including such supplemental drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations", or for showing details not shown thereon.

PROPOSAL - The written statement or statements duly filed with the City Clerk or the person or persons, partnership, company, firm or corporation proposing to do the work contemplated.

PROPOSAL FORM - The approved form on which the formal bids for the work are to be prepared and submitted.

PROPOSAL GUARANTY - The security, designated in the "proposal form" and in the Advertisement, to be furnished by the bidder as a guarantee of good faith to enter into a contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him and as liquidated damages in event of failure to do so.

PROVIDE - To furnish and erect or install.

SPECIAL PROVISIONS - The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.

SPECIFICATIONS - The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the contract and methods of measurement and basis of payment.

STATUTORY BOND - The approved form of Surety furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for material and labor used in the construction of the work, as provided by law.

SUBSTANTIAL COMPLETION - The term "substantial completion" means that the work, structure, or facility has been made suitable for occupancy or use, and is in condition to serve its intended purpose, but may require minor miscellaneous work or adjustment.

SURETY OR SURETIES - The Corporate body which is bound by such bonds as are required with and for the Contractor and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

THE WORK - All construction activities included within the scope of the plans and specifications, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the contract.

WORKING DAY - Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer for at least six (6) hours, toward completion of the work, unless work is suspended for causes beyond the Contractor's control, provided that Saturdays, Sundays, and legal holidays on which the Contractor's forces do engage in regular work will be considered as working days. A weekly schedule of working days charged to the job shall be submitted to the Engineer for his concurrence.

REQUIREMENTS FOR BIDDERS

2.02 - Requirements. The items noted in this section apply to and become part of the terms and conditions of the Proposal and Detailed Proposal as though they were included in their entirety. Any exceptions must be in writing.

2.03 - Content of Proposal Forms. Bids must be submitted on the Proposal Form and Detailed Proposal Form as appropriate. Said forms will be provided by the City and will state the general location and description of the contemplated work and will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The Proposal Form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a non-collusion affidavit.

2.04 - Interpretation of Plans and Specifications. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

2.05 - Examination of Documents and Site of the Work. Bidders are advised that the plans and specifications of the Engineer on file with the City Clerk shall constitute all the information which the City will furnish. No other information given by the City or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications or be binding on the City. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully all estimates officially opened for examination and all plans on file with the City Clerk; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examination and investigations required herein.

2.06 - Preparation and Filing of Proposal. Bids and affidavits must be made in duplicate and filed in sealed envelopes within the time limit for receiving proposals, as stated in the Notice to Bidders, which envelopes shall bear a legible notation thereon "PROPOSAL" and the name of the project. The copies shall be filed with the City Clerk in the Municipal Building or as directed by the Notice to Bidders. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinct and legible. In cases of conflict between the Proposal and Detailed Proposal, the unit prices specified on the Detailed Proposal shall govern.

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is

made by a company or corporation, the company or corporate name and the State under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or others to sign proposals must be properly certified and must be in writing and on file with the City Clerk.

2.07 - Proposal Affidavit. The bidder must execute the sworn statement found on the Proposal that the person signing the Proposal executed said Proposal in behalf of the bidder therein named and that he had lawful authority to do so, and that said bidder has not directly or indirectly entered into any agreement, express or implied, with any other bidder or bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any bid or the subject matter of the bid or of the profits thereof, and that he has not and will not divulge said sealed bid to any person whomever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

2.08 - Proposal Guaranty. Proposals will not be considered unless the original filed with the City Clerk is accompanied by a bidder's bond or certified or cashier's check in the required amount, made payable to the Treasurer of the City. The proposal guaranty shall be in the amount of five (5) percent of the total amount of the bid unless otherwise provided in the Advertisement or Special Provisions. The proposal guaranty is required as evidence of good faith and as a guarantee that if awarded the contract, the bidder will execute the contract and furnish the required bonds within the required time and as liquidated damages in event of failure to do so.

2.09 - Withdrawal of Proposals. Any bidder upon his or his authorized representative's written request, or by telegram to the City Clerk will be given permission to withdraw his proposal not later than the time set for opening thereof. After other proposals are opened and read, the proposal for which withdrawal is requested in a timely manner will be returned unopened.

2.10 - Opening of Proposals. The proposals filed with the City Clerk will be opened at the time stated in the advertisement and shall thereafter remain on file in the office of said City Clerk for 48 hours before any contract will be entered into, based on such proposal.

2.11 - Irregular Proposals. Any bid proposal that shows any omission, alteration of form, addition or condition not called for in any unauthorized bid proposal shall be deemed irregular; however, the City reserves the right to waive technicalities and make the award in the best interest of the City.

2.12 - Rejection of Proposals. The City reserves the right to reject any or all proposals and all proposals submitted are subject to this reservation. Proposal may be rejected for any of the following specific reasons:

A. Proposals received before or after the time limit for receiving proposals as stated in the advertisement.
B. Proposal prices obviously unbalanced.

C. Total proposal price above the Engineer's estimate of total cost.

D. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any material irregularities.

E. Failure to submit Proposal Guaranty.

F. Bidder not pre-qualified unless pre-qualification is waived by the City of Bethany.

G. Any other irregularity.

H. Any bidder not pre-qualified with the City of Oklahoma City.

2.13 - Disqualification of Bidder. Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

A. Where more than one proposal for an individual, firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect.

B. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated or materials to be furnished.

C. Reason for believing that collusion exists among the bidders.

D. The bidder being in arrears on any existing contracts, interested in any litigation against the City or having defaulted on a previous contract.

E. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.

F. Uncompleted work which, in the judgment of the City, will hinder or prevent the prompt completion of additional work, if awarded.

G. Any other matter which comes to the attention of the City which, in the sole discretion of the City, would cast reasonable doubt upon bidder's ability to perform the contract.

H. Any bidder not pre-qualified with the City of Oklahoma City.

AWARD AND EXECUTION OF CONTRACT

2.14 - Consideration of Proposals. After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximated estimate. Until the final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interests of the City will be promoted thereby.

2.15 - Award of Contract. The City reserves the right to withhold the award of the contract for a period of time not to exceed thirty (30) days unless mutually agreed upon from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low bidder. The low bidder must submit a financial statement The awarding of the contract shall give the bidder no right of action or claim against the City upon such contract until the execution of the contract shall have been completed and the contract delivered to the Contractor.

2.16 - Return of Proposal Guaranty. As soon as the proposal prices have been compared, the City may, at its discretion, return the proposal quantities accompanying proposals which in its judgment would not be considered in making the award. Should the awarding of the contract be delayed more than thirty (30) days, all bidders' checks will be returned unless such delay is from causes beyond the control of the City, and in such event the proposal and bidder's check, of any bidder, will be returned at the bidder's option.

2.17 - Surety Bonds. With the execution and delivery of the contract, the Contractors shall furnish and file with the City in the amounts herein required, the following surety bonds:

A. A good and sufficient Construction Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract.

B. A good and sufficient Statutory Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvement.

C. A good and sufficient Maintenance Bond will be required for a period of **two (2) years** for all improvements from the date of final acceptance of the project(s) by the City. Said bond shall be in the sum as stated on the Maintenance Bond Form.

All bonds shall be acceptable to the Owner. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the state of Oklahoma and conforming to the requirements of the City and acceptable to the City of Bethany. Each bond shall be executed by the Contractor and the Surety.

2.18 - Execution of Contract. The person or persons, partnership, company, firm or corporation to whom a contract is awarded shall within seven (7) days after such award sign the necessary agreements entering into the required contract with the City and execute and deliver the required bonds.

No contract shall be binding on the City until it has been approved by the City Attorney, executed by the City of Bethany and delivered to the Contractor.

2.19 - Failure to Execute Contract. Upon failure of the bidder to execute the required bonds or to sign the required contract within seven (7) days after the contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said bidder's failure to execute said bonds and contract within seven (7) days, the proposal guaranty accompanying the proposal shall be an agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder and shall thereupon be retained by the City as liquidated damage. The filing of a proposal will be considered as an acceptance of this provision.

SCOPE OF WORK

2.20 - Intent of Plans and Specifications. The intent of the plans and specifications is to prescribe a complete scope of work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

2.21 - Design, Drawing and Instructions. It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer and the Owner's representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, issue additional instructions, by means of drawings or other media, necessary to clarify the work or illustrate changes in the work.

2.22 - Special Provisions. Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

2.23 - Increased or Decreased Quantities of Work. Where the quantity of a major pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. If the quantity variation is such as to cause an increase or decrease in the time necessary for completion, the contract shall be increased or decreased on a basis commensurate with the amount and difficulty of the modified work.

2.24 - Alterations of Plans and Specifications. The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

2.25 - Extra Work. When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, but only when and as ordered in writing by the Engineer and with the prior approval of the City of Bethany.

Payment of extra work will be made as hereinafter provided.

2.26 - Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

CONTROL OF THE WORK AND MATERIALS

2.27 - Authority of Engineer. The Engineer shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.28 - Detail Shop and Working Drawings Furnished by Contractor. The Contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk. The contract price shall include the cost of furnishing such drawings.

2.29 - Conformity with Plans. Allowable Deviations. All work shall conform to the lines, grades, cross-sections and dimensions accomplished by change orders prepared by the Engineer. All change orders shall be in writing, and shall, except in case of emergency, be approved by the City of Bethany before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the change order to the City of Bethany for approval would jeopardize the interest of the City or the public, the Engineer may approve the change order in writing. However, change orders approved by the engineer under the circumstances outlined above shall be submitted to the City for consideration at its next regular meeting.

A. Change orders submitted to the City of Bethany for approval shall bear the approval of the Engineer and shall be prepared in three copies, distributed as follows:

   1. One (1) copy to the City;

   2. One (1) copy of the Contractor;

   3. One (1) copy to the Engineer.

B. Change orders shall include the following:

   1. Complete detail of the work contemplated.

   2. Estimated cost of the work as originally planned and as contemplated by the Change Order.

   3. Complete justification.

   4. Statement as to whether the prices shown are contract bid prices or agreed prices.

   5. Statement by the Contractor that he is willing to perform the work at the prices shown.

   6. Increase or decrease in contract working time.

2.30 - Changed Conditions. Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract or unknown physical conditions at the site, of any unusual

nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed, or when discovered by the City, the Contractor shall be notified in writing of such conditions.

The Engineer will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

2.31 - Coordination of Plans, Specifications, Proposal and Special Provisions. The plans, these specifications, the proposal, Special Provisions, and all supplementary documents are intended to describe a complete scope of work and are essential parts of the contract. All requirements occurring in any of them are binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown in the proposal. In the event the Contractor or Engineer discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the other.

2.32 - Cooperation of Contractor. Six sets of plans and specifications will be furnished the Contractor. The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working.

The Contractor shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his representative.

The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

2.33 - Cooperation of Engineer. The Engineer shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Contractor and his Superintendents and with other contractors in every way possible. The Owner shall provide a competent Inspector available at all times who is fully authorized as his agent on the work. Such Inspector shall be capable of reading and thoroughly understanding the plans and specifications.

2.34 - Construction Stakes. The Engineer will furnish the Contractor with control points for each line; however the Contractor shall be responsible for establishing all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. Such control points as the Engineer may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor or his employees resulting in the destruction of such control points, an amount equal to the cost of replacing the same may be invoiced to the Contractor at the option of the Engineer.

2.35 - Source of Supply and Quality of Materials. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only so long as the quality of said material remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated by dirt or any other foreign substance during its delivery and handling shall not be used in the work.

2.36 - Samples and Tests of Materials. Where, in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by, and at the expense of the City, unless otherwise provided. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. All tests shall be made by a laboratory designated by the City.

In all cases where the Engineer orders tests or inspections to be made by a testing laboratory, the costs of the tests shall be borne by the Owner, except as otherwise provided herein.

Testing shall be done only on written order of the Engineer on test order forms provided by the City; unless otherwise provided. Nothing in these specifications shall be construed as requiring a specific number of tests to be made; the minimum schedule of satisfactory tests, listed herein, will be furnished by the Engineer and performed by a testing laboratory designated by the City.

The reference made herein to the A.S.T.M. and A.A.S.H.T.O are to establish a standard for quality of material, and shall not be construed as requiring tests for compliance with these specifications except on the written order of the Engineer as provided above.

A satisfactory test is defined as being a test which shows that the quality of the materials or workmanship meets the requirements of the specifications. Where tests reveal that the quality of the materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the Engineer until the number of satisfactory tests called for in the schedule have been made. The reports of the tests shall constitute the evidence referred to above.

The Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition to the number of satisfactory tests provided for in the schedule, which show that the materials or workmanship conform to the specifications shall be paid for by the Owner.

All such tests which reveal that the materials or workmanship do not conform to the specifications shall be paid for by the Contractor.

2.37 - Storage of Materials. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

2.38 - Inspection. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove and uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portion of the work to the condition required by the specifications.
Should the work thus exposed on examination prove acceptable, the cost of uncovering or removing and replacing of the covering, or making good the parts removed will be paid for as "Extra Work". Should the work so exposed or examined prove unacceptable, the cost of covering or removing and the placing of the coverage, or making good of the parts removed shall be at the Contractor's expense, provided that where ample notice of the intention to complete or cover up the work was not given by the Contractor to the Engineer, then the cost of the uncovering or removing and the replacing of the covering, or making good of the parts removed shall be borne by the Contractor regardless of whether or not the work examined proved acceptable or unacceptable. Any work done or material used without suitable supervision or inspection by the Engineer may be ordered removed and replaced at the Contractor's expense.

2.39 - Removal of Defective and Unauthorized Work. All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work.

Work done without lines and grades having been given; work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided; work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due to the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

2.40 - Correction of Work After Final Payment. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

2.41 - Final Inspection. The Engineer shall make final inspection of all work included in the contract or any portion thereof.

LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

2.42 - Laws to be Observed. The Contractor shall keep fully informed of all Federal and State Laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order, or decree, whether by himself or by his employees.

2.43 - Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary for the lawful prosecution of the work. When the Contractor has filed a contract with the City, the City agrees to waive all incidental permits and fees.

2.44 - Patented Devices, Materials and Processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.

2.45 - Sanitary Provisions. All sanitary laws and regulations of the City and of the state of Oklahoma shall be strictly complied with.

2.46 - Public Convenience and Safety. Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. Detours and routes are to be furnished by the City, or such will be set forth in proposal as a bid item. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants; water valves; gas valves; manholes for electric, telephone, telegraph, or traffic signal conduits, sewers; or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and in either case, the cost of such work done by the City shall be deducted from moneys due or to become due the Contractor. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus.

When the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossing over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

2.47 - Privileges of Contractor in Streets, Alleys, or Rights-of-way. For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delay in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with space that may be designated to be left free and unobstructed, nor

inconvenience occupants of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own expense.

2.48 - Railway Crossings. When the work encroaches upon the right-of-way of any railway, the City will secure for the Contractor all the necessary contracts, easement, or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs, or other structures for the safe operation of trains or cars across any excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs, or other structures shall be paid to the railway company by the Contractor. The price shall be the stated allowance as shown in the bid proposal. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

2.49 - Protection of the Public and of the Work. The Contractor shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall reasonably protect adjacent private and public property as required by Law and the Contract Documents.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, light, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer, such action is justified. The Contractor's responsibility of the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project shall have been accepted by the City.

2.50 - Use of Explosives. Should the Contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the Engineer before any blasting is done, but neither the issuance of said permits, the granting of said permission nor any other act, requirements, or condition contained in these specifications, nor any order, direction, or approval given by the Engineer or any other official or employee of the City shall be construed as requiring or directing the use of any explosive or as accepting any liability for any injury or damage to persons or property resulting from such usage. No blasting shall be done unless an Inspector is present and the Contractor shall notify the City Building Department when he is ready to begin any blasting work.

All necessary precautions shall be taken by the Contractor as required by the ordinances of the City or the laws of the state of Oklahoma relative to blasting and the necessary provisions shall be made for the protection of the new work and all blasting shall be so conducted as not to endanger persons or property. Only sufficient quantity of explosives necessary for the immediate day's work shall be kept on hand by the Contractor. Storage of caps, exploders, and explosives shall be done strictly in compliance with the orders of the Engineer and the ordinances of the City.

The Contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosions.

The Contractor shall notify the proper representatives of any public service corporation not less than eight (8) hours in advance of any blasting which might cause damage to their property along or adjacent to the work. Wherever explosives are stored, they shall be kept in a safe, secure manner and all storage places shall be plainly marked "Dangerous Explosives", and shall be under the care of a competent watchman at all times.

2.51 - Protection and Restoration of Property. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement driveways, sidewalks, etc., to all water, sewer, gas, or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage or injury in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be deducted from any moneys due or to become due the Contractor under his contract.

2.52 - Protection and Preservation of Land Monuments and Property-Line Marks. The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street-line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of re-establishing such monuments or markers from any moneys due or to become due the Contractor.

2.53 - Responsibility for Damage Claims. The Contractor and his surety shall defend, indemnify, and save harmless the City and/or City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect, or misconduct of the said Contractor, or by or on account of any claim or amounts, or from any claims or amounts arising or recovered under the Workmen's Compensation Law, or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered

necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suits or suit, action or actions, claim or claims for injury or damage as aforesaid shall have been finally settled and satisfactory evidence to that effect furnished to the City.

2.54 - Contractor's Claim for Damages. Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage and upon request shall give the Engineer access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

2.55 - Public Utilities and Public Property to be Changed. In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a specified time, and the Contractor shall not interfere with such property until ordered so to do by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the contract premises for the purpose of making such repairs or changes of their property that may be necessary by performance of the contract. The City shall have the privilege of entering upon the limits of the contract premises for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes, or extensions to any City property.

2.56 - Temporary Sewer and Drain Connections. When existing sewers must be taken up or removed, the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage which will be received from the rains, sewers, and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipe, or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connection shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

2.57 - Arrangement and Charge for Water Furnished by the City. If the Contractor desires to use City water, he shall pay the rate established by City ordinance for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

2.58 - Use of Fire Hydrants. The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

2.59 - Contractor's Responsibility for the Work. Until final written acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to un-foreseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or governmental authorities.

2.60 - Personal Responsibility of Public Officials. In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability to the Contractor, its agents, employees, subcontractors, or independent contractors upon the Engineer or his authorized assistants, either in person or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

2.61 - Waiver of Legal Rights. Inspection by the Engineer or by any of his duly authorized representatives or any order, measurement, or certificate by the Engineer, of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

2.62 - Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the City, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved.

2.63 - Compensation and Death Liability Insurance. The Contractor shall maintain and provide to the City evidence of maintenance during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each sub-contractor to provide adequate insurance for the protection of his employees not otherwise protected.

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

1. The Contractor and/or Sub-contractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by his sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

2. Bodily Injury Liability in the amount of not less than $500,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 for one accident.

3. Property Damage Liability. Limits shall be carried in the amounts of not less than $100,000.00 for any one accident and an aggregate limit of $1,000,000.00.

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:

2. Bodily Injury Liability in an amount not less than $500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than $1,000,000.00 for one accident.

3. Property Damage Liability. Limits shall be carried in the amounts of not less than $100,000.00 for any one accident an aggregate limit of $1,000,000.00

C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.

D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

2.65 - Proof and Carriage of Insurance. The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

2.66 - Transportation Tax. Under provisions of Section 3475(b) of the Internal Revenue Code, as amended, the state of Oklahoma, its agencies and political subdivisions are exempt from payment of the transportation tax levied by Sub-Section (a) of Section 3475, in either of the following cases:

A. When the property (equipment, goods, materials, etc.) is consigned to the State, its agencies, or political subdivisions, or

B. When such property is consigned to the State, its agency or political sub-division in care of the Contractor.

If it is the policy of the City to take advantage of the savings afforded by the above-mentioned exemption, the Contractor agrees to comply with the following:

In determining the cost of material and computing freight charges do not include Federal transportation of property tax. Section 3475(b) of the Internal Revenue Code, as amended, exempts the City from this tax. The successful bidder will be furnished an appropriate exemption certificate form by the contracting authority, and will be authorized to have all shipments of construction materials and equipment entering into this contract consigned to the City in care of himself, thereby enabling him to take advantage of the above-mentioned exemption.

NOTE: Said exemption will not apply to shipments of fuel, lubricants, spare parts or items of construction equipment belonging to the Contractor which will not be incorporated in the construction project and which will not become the property of the City.

2.67 - Third Party Liability. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

PROSECUTION AND PROGRESS

2.68 - Subletting of Work. The City will not recognize any subcontractor on the work. The Contractor shall, at all times when work is in operation, be represented either in person or by a qualified superintendent or other designated representative. If the Contractor sublets the whole or any part of the work to be done under this contract, he will not, under any circumstances, be relieved of his responsibility and obligations. All transactions of the Engineer shall be with the Contractor. Sub-contractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

2.69 - Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same or any part thereof without the previous consent of the Engineer in writing, approved by the City of Bethany and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract, or make default in or abandon said contract, then the contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said contract and any moneys due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

2.70 - Prosecution of Work. The Contractor shall begin the work to be performed under the contract within the time limit stated in the advertisement, proposal and contract, and shall conduct the work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the advertisement, proposal, and contract. Should the prosecution of the work for any reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

2.71 - Limitation of Operations. The contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer, the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before the work is started on any additional section.

2.72 - Character of Workmen and Equipment. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer, then the Engineer may withhold all estimates which are or may become due or may suspend work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed. In the employment of labor, preference shall be given, other conditions being equal, to bona-fide residents of the City but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. The low bidder must submit a list of all equipment owned by the Contractor. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

2.73 - Day's Work. Contractor shall observe all state laws and City ordinances governing the hours of work.

2.74 - Time of Commencement and Completion. The Contractor shall commence work within the time specified in the advertisement, proposal and contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract, plans and specifications within the time limit, where such time limit is stated in the advertisement, proposal and contract, unless an extension of time be made in the manner hereinafter specified.

2.75 - Extension of Time of Completion. The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur and then only when such claim is approved by the Engineer and the City of Bethany. In adjusting the contract time for the completion of the projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the Engineer for causes not the fault of the Contractor shall be excluded from the computation of the contract time for completion of the work. If the satisfactory execution and completion of the contract should require work or materials in greater amount or quantities than those set forth in the contract, then the contract time shall automatically be increased in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

2.76 - Failure to Complete Work on Time. The time of completion is of the essence to the contract. For each working day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increase time granted by the City for the completion of said work, the sum per day given in the following schedule, unless otherwise specified in the proposal or Special Provisions, will be deducted from the moneys due the Contractor, not as a penalty but as liquidated damages.

Amount of Contract	Amount of Liquidated Damages Per Day
Less than $5,000.00	$50.00
$5,000.00 and less than $15,000.00	$75.00
$15,000.00 and less than $25,000.00	$100.00
$25,000.00 and less than $50,000.00	$150.00
$50,000.00 and less than $100,000.00	$200.00
$100,000.00 and over	$300.00

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

2.77 - Temporary Suspensions. The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

If is should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

2.78 - The Owner's Right to Terminate Contract. If the Contractor should file or have filed against a petition in bankruptcy, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the contract as determined by the Engineer, then the Owner, upon the Certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default shall be certified by the Engineer.

2.79 - Termination of Contract. The contract will be considered fulfilled, save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the City.

PAYMENT

2.80 - Payment for Extra Work. The extra work done by the Contractor, as authorized and approved by the Engineer and the City of Bethany, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full and for all labor, materials, tools, equipment and incidentals, and all superintendents' and timekeepers' services, all insurance and all other overhead expense incurred in the prosecution of the extra work.

Payment for extra work will be made by one or more of the following methods:

A. Unit prices agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.

B. A lump sum price agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.

C. The hours and rates of labor and equipment and costs of materials used each day shall be submitted to the Engineer in a satisfactory form on the succeeding day and shall be approved by him or adjusted at once.

Payment for extra work is to be handled in the same manner as regular progress payments. The Contractor shall, on or before the 10th day of the month succeeding that in which any extra work shall have been performed, file with the Engineer his claim and an account giving the itemized cost of such work and shall give the Engineer access to all accounts, bills, and vouchers relating thereto.

2.81 - Partial Payment. Each month, the Engineer shall prepare and deliver to the City a statement showing as completely as practicable the total value of all work done by the

Contractor up to and including the first day of the preceding month. This statement shall also include the value of all materials which meet the requirements of the specifications which have been delivered to and remain unused at the site of the work, and the quantity of which is within that needed for the completion of the work.

2.82 - Final Completion and Acceptance. Within thirty (30) days after the Contractor has given the Engineer and the City written notice that the work has been completed or substantially completed in accordance with the plans and specifications, the Engineer shall issue to the City and to the Contractor his Certificate of Completion or in the case of substantial completion, the Engineer shall issue his Certificate of Substantial Completion; and thereupon it shall be mandatory that the City within thirty (30) days issue a Certificate of Acceptance of the work to the Contractor. The time duration of any post-completion warranties made under the terms of this contract shall extend from the date of the Certificate of Acceptance by the Engineer.

2.83 - Final Payment. On or before the 10th day after the date of the certificate of completion or the Certificate of Substantial completion, the Engineer shall have made final measurements and shall have prepared a final statement of the value of all the work performed and materials furnished under the terms of this agreement, and shall have certified the final statement of the City and to the Contractor. The entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable on or before the 15th day after the date of the Certificate of Completion or Certificate of Substantial Completion, subject to the procedure adopted by the City for processing claims.

Before issuance of final payment, the Contractor shall furnish to the Engineer and to the City, a sworn statement that he has paid for all of the materials, labor, equipment rentals, sub-contracts, and other expenses that form a part of this work, provided, however, that if he has contracts with any of the above which require payment only after receipt of payment from the City, such sworn statement shall except such obligations. Any materialmen, suppliers, equipment dealers, or sub-contractors who have not been paid in full shall be listed upon the sworn statement, showing the name and address, kind and amount of work done or material supplied, and the balance remaining due to such sub-contractor or supplier.

The City, upon receipt of a schedule showing that all the bills have not been paid as provided herein, may either hold the funds until such bills have been paid by the Contractor, or issue payment jointly to the Contractor and supplier or sub-contractor, as shown on said schedule.

The acceptance by the Contractor of the last payment, as aforesaid, shall operate as and shall be a release to the City from all claims or liability under the contract for anything done or furnished or relating to the work under the contract or for any act or neglect of said City relating or connected with the contract.

2.84 - Hourly Wage Rate. Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State, a copy of which shall be attached hereto and made a part hereof (if applicable), shall be paid to any workmen employed on this project.

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT FOR THE CITY OF BETHANY, OKLAHOMA**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is described in some detail in the specifications. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing.

PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued and completed with a 90 calendar days. Liquidated damages shall begin after this date. Amount of liquid damages is stated in the General Provisions.

INSURANCE

The Contractor shall purchase and maintain insurance in accordance with the General Provisions.

LAWS AND ORDINANCES

A. All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as if shown on specifications, plans and drawings.

B. The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules, or regulations of any nature which are in any way pertinent to, or regulatory over, the work covered by this section of the specifications.

TESTING

All tests shall be in accordance with the General Provisions and Standard Specifications. Costs of all tests on materials which meet specifications shall be borne by the City. Costs of all tests on materials which do not meet specifications shall be borne by the Contractor.

INTERPRETATION OF PLANS AND SPECIFICATIONS

The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

RIGHTS-OF-WAY

The necessary rights-of-way for the structures will be provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, pipeline materials, and supplies so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Any additional temporary construction right-of-way required shall be obtained by the City. The additional temporary right-of-way must be obtained prior to entering upon the property and doing any work.

FIELD CHECK OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information for Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim for extra work, additional payment, or damages.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way. All replacements shall be made with new materials. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part of it thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

WATER

All water that is required in connection with the work to be done under this Contract will be furnished in the vicinity of the site, by the Owner, provided:

A. The Contractor shall procure such water in the location and in the manner designated by the Engineer.

B. The Contractor at his own expense shall make authorized connections and provide means for delivering the water to the work site.

C. The Contractor shall pay the established rate in accordance with the General Provisions if required by the City.

CONNECTIONS WITH EXISTING PIPELINES

Where connections are made between new work and existing pipelines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Water main installation specifications adopted by the City are included or referenced in the specifications for use in this project as applicable.

ELECTRIC SERVICE FOR CONSTRUCTION

Construction power may be obtained from the City facilities at points where service is available. Approval of points of connections, size of loads that can be connected at connection points, and type of connection shall be obtained from the Engineer and Public Works Superintendent. The Contractor, at his sole expense, will provide any additional electrical distribution to any point in the project area where electrical power is required beyond the points where electrical power is available and provided by the Owner. The Contractor will reimburse the City for such electrical service in accordance with a negotiated schedule if required by the City.

QUALIFICATION REQUIREMENTS

The Contractor shall keep on the work during its progress a competent, qualified general superintendent and any necessary assistants, all satisfactory to the City and the Engineer. The General Superintendent shall not be changed without consent of the City and the Engineer unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The General Superintendent shall represent the Contractor in his absence, and shall have complete authority to make decisions requiring immediate action. All directions given to him by the Engineer shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The General Superintendent shall coordinate the work of the subcontractors and be responsible for all their activities. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

PROJECT LOCATION

N. Holloway Avenue between NW 36th Street and NW 32nd Street.

QUANTITY

The City of Bethany, Oklahoma does not guarantee any specific quantities of items. All listed quantities are estimated only. Claims will be processed to cover work as it is completed during the contract period. Bids are to establish unit prices only.

AMOUNT

This contract will be awarded for the base bid amount.

MATERIALS

1. All materials must meet the requirements as stated on the construction plans.

BASIS OF PAYMENT

Payment for items will be as shown in the detailed proposal.

AWARD OF CONTRACT

Award of contract shall be to the lowest and best total bid.

APPROVAL OF MATERIALS

Immediately after the contract is signed and before ordering materials, the Contractor shall make written request to the Engineer for and obtain his approval of the use of any materials, construction, etc., other than those mentioned as standard in the specifications or so indicated on the drawings and obtain his approval of materials, construction, etc., proposed for use when "approved" materials or work are specified without mentioning any standard by name.

The terms "approved" or "approved equal" shall mean approved by the Engineer. Approval shall be based on performance specifications, availability of fully manned maintenance facilities within 100 miles of the site, and manufacturer's experience as further specified herein. Manufacturers must have at least five (5) years experience with five (5) functionally satisfactorily completed systems in this state unless otherwise specified. Sub-contractors and suppliers shall make all requests for approval through the Contractor.

Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted, provided sufficient information is submitted to allow the Engineer to determine that the proposed products are equivalent to those named. Such items shall be submitted for approval by the procedure set forth in the General Provisions. The words "or equal", although possibly not indicated after each proprietary specification, are implied as a result of the preceding statements in this paragraph.

INSTALLATION OF EQUIPMENT

A. The Contractor shall be responsible for the installation, including the foundations, of all equipment, operating under the technical supervision of the manufacturer's representatives to the extent that supervision has been stipulated or is advisable to obtain proper results. All equipment not under the manufacturer's supervision of erection shall be installed in strict accordance with the manufacturer's instructions. The cost of all technical supervision shall be borne by the Contractor.

B. Utmost care shall be used in the installation of all equipment to ascertain that no item of equipment is under any strain due to piping connections or for any other reason and that all equipment is placed in true alignment.

C. If the Contractor furnishes equipment which will not fit or adapt itself to the structures as laid out, then all necessary structural changes or additions required by the Engineer shall be made at the Contractor's expense. The Engineer's decision as to any changes or additions to the structures, in order that the equipment will function properly or for its proper installation and economical use, will be final and conclusive.

OPERATING DATA AND PROCEDURES INFORMATION

Prior to final acceptance of the project, the Contractor shall furnish the Engineer with four (4) copies of catalogs, parts lists, a recommended spare parts list, operation and maintenance instructions and any other pertinent and useful information for all major items of equipment. This information and data will be incorporated into an instruction manual for future reference covering the operation and maintenance of the facility.

GUARANTEE

The Contractor shall guarantee the work for the length of time as set forth below and shall leave the work in acceptable condition. Neither the final certificate nor payment nor any provisions in the contract documents shall relieve him of responsibility for negligence or faulty materials or workmanship within the extent and period provided; and upon written notice from the Engineer or the Owner, he shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

A Maintenance Bond will be required for all improvements, for a period of one (1) year from the date of final acceptance of the project by the City. Said bond shall be in the sum equal to one hundred percent (100%) of the Contract Price for the first year and fifteen percent (15%) for every year thereafter.

CLEAN-UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly fashion as close as possible to its original condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

Immediately before final acceptance of the work as a whole, the Contractor shall clean all buildings, structures, etc., of all foreign matter. All brick, stone, metal or concrete surfaces shall be cleaned of all mortar, splashed concrete, stains, etc., and left in a neat, clean, workmanlike manner, to the satisfaction of the Engineer.

REMOVAL OF EQUIPMENT

All equipment designated for removal under this contract shall be transported to a location designated by the Engineer.

MATERIALS AND WORKMANSHIP

All materials shall be new, of the best grade of their respective kinds, free from all defects, and of the quality specified. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of the City shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said materials remains equal to the requirements of the City. The Contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling shall not be used in the work.

The workmanship shall be in all respects of the highest grade, and all construction shall be done by skilled technicians according to the best practice of the trade. All interface measurements and connections shall be the sole responsibility of the Contractor.

In general, all labor, material, equipment, operations, and procedures in these specifications shall be in conformance with the American Water Works Association Standards and Oklahoma State Health Department Standards for Construction of Water and Sanitary Sewer Lines. These specifications are intended to supplement these standards to fit the needs or conditions expected to be encountered. The A.W.W.A. and Oklahoma Department of Environmental Quality Standards shall be considered as part of these specifications and shall be in effect with respect to this project.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of work.

Work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility of faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

MEASUREMENT AND PAYMENT

The method of measurement and basis of payment for each item shall be as stipulated in the Proposal and include work sheets specified.

Percentage of work completed shall be indicated for each pay item.

The Contractor or his authorized representative at the end of each work day or as otherwise approved by the Engineer, shall establish and agree upon, with the inspector, the amount of those quantities which cannot be measured when the job is completed. These quantities are to be entered in the inspector's daily report and shall be the basis for the final estimate.

WAGE RATES

Davis-Bacon wage rates apply for this project.

PRE-BIDDING INSPECTION OF SITE

Contractor shall visit the City of Bethany and familiarize himself with all conditions affecting his work and include in his bid an amount sufficient to cover all work.

BID REJECTION

The City of Bethany reserves the right to reject any part of the bid or reject all bids.

RETAINAGE

Pursuant to paragraphs 2 and 3 of the contract, the retainage will be 5% for the project.

REMOVE AND REPLACE FENCES

If it is necessary for the Contractor to remove and replace fences at certain locations along the construction alignment, all fences that are moved or disturbed by construction operations shall be replaced or repaired in place in their original condition as soon as possible after the construction is completed. The cost of removal and replacement of fences shall be included in the cost for other pay items or included in the lump sum bid price.

BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be renewed as often as necessary to keep the work substantially covered. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with these requirements will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection.

PROTECTION OF EXISTING STRUCTURES

The Contractor shall provide all necessary sheeting, shoring, and other bracing and supports to protect improvements adjacent to the construction. This work shall be incidental and shall not be paid for separately but shall be included in the unit price bid for other items.

TREE REMOVAL

All trees lying within the temporary construction easement area or private property shall not be removed or damaged. Any damage to trees resulting from construction activities will be the responsibility of the Contractor.

SUB-SURFACE CONDITIONS

No additional payments will be made for the excavation of sandstone or shale encountered in trench excavations. When the foundation is hard material, the hard material shall be removed to a depth not less than six (6) inches below grade. The material removed below grade shall be replaced with Crushed Rock Cradle material thoroughly compacted in place to the Finish Grade Elevation.

NOTE: The Contractor shall satisfy himself to the condition of the subsurface and shall include cost for any difficulties in bid price of other items.

LAYOUT OF WORK AND SURVEYS

A. The Engineer will establish control points at the site of the work.

B. From the control points established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the contract work.

C. The Contractor shall furnish at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the control points established by the Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence removed or altered prior to their authorized removal, they may be replaced by the Engineer, at his discretion, and the expense of replacement will be charged to the Contractor. The Engineer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of work.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of non-execution thereof, on the part of the Contractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Technical specifications for all material, equipment and methods of construction shall conform to the City of Oklahoma City Standard Specifications for Construction of Public Improvements.

TRAFFIC CONTROL

All traffic control shall be installed in accordance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).

CDBG REQUIREMENTS

GENERAL CONDITIONS

1. Definitions	17.Subsurface Conditions
2. Additional Instructions	18.Suspension, Termination, Delay
3. Schedules, Reports, and Records	19.Payments to Contractor
4. Drawings and Specifications	20.Acceptance of Final Pay/Release
5. Shop Drawings	21.Insurance
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1. DEFINITIONS: Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

   a. Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications, or corrections.

   b. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

   c. Bidder: Any person, firm or corporation submitting a bid for the work.

   d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.

   e. Change Order: A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.

   f. Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.

i. Contractor: The person, firm, or corporation with whom the Owner has executed the agreement.

j. Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.

k. Engineer: The person, firm or corporation named as such in the contract documents.

l. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.

m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.

o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.

p. Project: The undertaking to be performed as provided in the contract documents.

q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.

r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor which illustrate how specific portions of the work shall be fabricated or installed.

s. Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

t. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

u. Substantial Completion: That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.

v. Supplemental General Conditions: Modifications to General Conditions required by a federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.

w. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

a. The Contractor may be furnished additional instructions and detail drawings by the engineer as necessary to carry out the work required by the contract documents.

b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS:

a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data, where applicable, as are required by the contract documents for the work to be performed.

b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:

(1) The dates at which special detail drawings will be required; and

(2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing, and the installation of materials, supplies and equipment.

c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

a. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment, and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS:

a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.

c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.

e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts, or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.

b. The Owner shall provide all inspection and testing services not required by the contract documents.

c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.

d. If the contract documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any specific work to be inspected, tested, or approved by someone other than the Contractor, the Contractor will give

the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing, or approval.

e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.

f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives, and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, pay- rolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.

g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.

h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting, and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.

8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately

modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS:

The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.

10. SURVEYS, PERMITS, REGULATIONS:

a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

a. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

b. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the engineer or Owner, shall act to prevent the threatened damage, injury, or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR:

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the

supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. CHANGES IN THE WORK:

a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE: The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

a. Unit prices previously approved;

b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

b. The Contractor will proceed with the work at such rate of progress as to ensure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.

d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:

(1) Any preference, priority or allocation order duly issued by the Owner;

(2) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts, or the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

(3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d (1) and 15d (2) of this article.

16. CORRECTION WORK:

a. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.

b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:

(1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

(2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.

b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made, and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider, and adjust any claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.

b. If any of the following conditions occur:

(1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;

(2) A trustee or receiver is appointed for the Contractor or for any of its property;

(3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;

(4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;

(5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials, or equipment;

(6) The Contractor disregards laws, ordinance, rules, regulations, or orders of any public body having jurisdiction over the work;

amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

f. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.

19. PAYMENT TO CONTRACTOR:

a. At least ten (10) days before each progress payment falls due (but not more often that once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimates less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the engineer certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been

substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.

c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts therefore, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay the unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to the Contractor, the Contractor's surety or any third party. In paying any unpaid

bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

g. If the Owner failed to make payment within thirty (30) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final, or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.

21. INSURANCE:

a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

(1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

(2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;

(3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

(4) Claims for damages covered by the usual personal injury liability coverage which is sustained by:

(a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or

(b) Any other person;

(5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.

c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:

(1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor, and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident, and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident and a limit of liability not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

(2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance,

including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein or any obligations thereunder without written consent of the other party.

24. INDEMNIFICATION:

a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee benefits acts.

c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.

b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.

c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING:

a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.

c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

a. The engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

c. The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

d. The engineer shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

a. Prior to issuance of the Notice to proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.

c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

29. GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT:

a. All claims' disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under

the prevailing arbitration laws. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.

b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.

c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended, or supplemented remain in force.

1. Contract Approval
2. Contract Change Orders
3. Partial Payment Estimates
4. Conflict of Interest
5. Protection of Lives & Property
6. Remedies
7. Gratuities
8. Audit & Access to Records
9. Small Minority & Women's Businesses
10. Anti-Kickback
11. Violating Facilities
12. State Energy Policy
13. Equal Opportunity
14. Non-Resident Contractor Registration
15. Payment for Materials Stored on Site
16. Change order Approval
17. Final Inspection
18. Partial Occupancy & Use
19. Permits Requiring Time Schedule
20. Clean Up Release

1. CONTRACT APPROVAL:

   a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).

   b. When a performance bond and payment bond are provided, the United States, acting through HUD, will be named as co-oblige in these bonds unless prohibited by State law. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State where the project is located.

   c. This contract is expected to be funded in part with funds from HUD. Neither the United States nor any of its departments, agencies or employees is or will be a party to this contract or any subcontract.

2. CONTRACT CHANGE ORDERS:

   a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

b. A "Contract Change Order" shall be used to record contract changes.

c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. PARTIAL PAYMENT ESTIMATES:

a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.

b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:

(1) Defective work not remedied;

(2) Claims filed;

(3) Failure of Contractor to make payments properly to subcontractors or suppliers;

(4) A reasonable doubt that the work can be completed for the balance then unpaid;

(5) Damage to another contractor;

(6) Performance of work in violation of the terms of the contract documents.

c. Where work on unit price items is substantially complete but lacks testing, clean up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.

d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.

e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.

4. CONFLICT OF INTEREST:

a. Unacceptable Bidders:

(1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder. Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.

(2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.

b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

5. PROTECTION OF LIVES AND PROPERTY:

a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.

b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances, and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.

a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.

b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.

c. The arbitrators will select a hearing location as close to the Owner's locale as possible.

d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.

b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three or more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.

8. AUDIT AND ACCESS TO RECORDS: For all negotiated contracts except those of $10,000 or less, HUD, the Comptroller General, the Owner or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

9. SMALL, MINORITY AND WOMEN'S BUSINESSES: If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of:

a. Including qualified small, minority and women's businesses on solicitation lists;

b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;

c. Dividing total requirements when economically feasible;

d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.

e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;

f. Requiring each party to a subcontract to take the affirmative steps of this section; and

g. Contractors are encouraged to procure goods and services from labor surplus area firms.

10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.

11. VIOLATING FACILITIES: Where this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.

12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.

13. EQUAL OPPORTUNITY REQUIREMENTS: For all contracts in excess of $10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).

a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout

the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court, and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.

15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):

a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;

b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.

c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;

d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.

16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.

17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.

18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:

a. The engineer shall inspect the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.

b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.

c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas, and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.

d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.

e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.

f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.

g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.

19. PERMITS REQUIRING TIME SHHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.

20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county, or railroad agency after the work for which a permit has been obtained has been completed.

"General Decision Number: OK20230026 01/06/2023

Superseded General Decision Number: OK20220026

State: Oklahoma

Construction Type: Heavy

County: Oklahoma County in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants and industrial sites) (excludes heavy dredging and water well drilling)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2023

ENGI0627-015 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1	$ 34.15	15.70
Group 2	$ 32.45	15.70
Group 3	$ 31.90	15.70
Group 4	$ 31.10	15.70
Group 5	$ 29.80	15.70
Group 6	$ 28.05	15.70
Group10	$ 24.60	15.70

POWER EQUIPMENT OPERATOR
GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane
GROUP 5: BULLDOZER
GROUP 6: ROLLER (ASPHALT AND DIRT)
GROUP 10:OILER

IRON0048-005 06/01/2019

	Rates	Fringes
IRONWORKER (Structural, Reinforcing, and Ornamental)	$ 26.00	15.35

SUOK2012-004 05/18/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 12.49 **	1.23
ELECTRICIAN	$ 22.86	5.61
FORM WORKER	$ 11.77 **	0.00
LABORER: Common or General	$ 11.02 **	0.00
LABORER: Pipelayer	$ 11.13 **	0.00
OPERATOR: Backhoe/Excavator	$ 18.17	6.28
OPERATOR: Drill	$ 17.15	0.78
OPERATOR: Grader/Blade	$ 17.76	3.87
OPERATOR: Loader (Front End)	$ 13.51 **	0.00
OPERATOR: Mechanic	$ 19.61	9.39

OPERATOR: Scraper.....$ 16.00 ** 1.55

OPERATOR: Trackhoe.....$ 17.50 2.78

TRUCK DRIVER: Dump Truck.....$ 16.50 0.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

Instructions For Completing Payroll Form WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a

Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of Eligibility.**

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, 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 subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 contract, 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 subparagraph B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph 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 subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL OPPORTUNITY PROVISIONS

I. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS $10,000 AND UNDER):

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

II. EXECUTIVE ORDER 11246 (CONTRACTS/SUBCONTRACTS ABOVE $10,000):

A. Section 202 - Equal Opportunity (EEO) Clause: During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or covered veteran status. 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, national origin, disability or covered veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion, 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 past in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, disability or covered veteran status.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. 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.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by ODOC and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized 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.

7. The Contractor will include the provisions of the sentence immediately preceding paragraph II.A.1. and the provisions of paragraphs II.A.1.-7. 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 ODOC may direct as a means of enforcing such provisions, including sanctions for non-compliance, 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 ODOC, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246) (Applicable to Contracts/Subcontracts Exceeding $10,000:

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. Goals and Timetables: Contractor must make good faith efforts to meet their AA goals for employment of minorities and women in the construction industry.

   a. The goals and timetables for minority and female participation, expressed in percentage terms, for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Minority Participation For Each Trade	Goals for Female Participation for Each Trade
6.9%	6.9%

   b. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and non-Federally involved construction.

   c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer

of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **(insert description of the geographical areas where the contract is to be performed, giving the State, County and City, if any).**

C. Standard Federal EEO Construction Contract Specifications (Executive Order 11246):

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Forms 941;

d. "Minority" includes:

(1) Black: All persons having origins in any of the black racial groups of Africa;

(2) Asians: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia,

Pakistan, the Philippine Islands, Thailand, and Vietnam;

(3) American Indian or Alaskan Natives: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification;

(4) Native Hawaiian or Other Pacific Islanders: All persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands;

(5) Whites: All persons having origins in any of the original peoples of Europe, the Middle East, or North Africa;

(6) American Indian/Alaskan Native & White: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the original peoples of Europe, the Middle East, or North Africa;

(7) Asian White: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam, and, having origins in any of the original peoples of Europe, the Middle East, or North Africa;

(8) Black/African American & White: All persons having origins in any of the black racial groups of Africa, and having origins in any of the original peoples of Europe, the Middle East, or North Africa;

(9) American Indian/Alaskan Native & Black: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the black racial groups of Africa;

(10) Other Multi-Racial: Any other multi-racial groups not mentioned;

(11) Hispanics or Latinos: All persons of Cuba, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.

(12) Not Hispanics or Latinos: All persons not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.

2. Whenever the Contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60- 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs II.C.7.a.-p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and the female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register

in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 nor the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of the apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made the commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;

c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the- street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Conduct at least an annual review of the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record

shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;

i. Direct its recruitment efforts, both oral and written to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth on the site and in other areas of a contractor's work force;

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3;

l. Conduct at least an annual inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training, etc.

m. Ensure that seniority practices, job classifications, work assignment and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes;

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations;

p. Conduct an annual review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (II.C.7.a.-p.). The efforts of a contractor association, joint contractor- union, contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under II.C.7.a.-p. of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities groups, both male and female, and all women, both minority and non- minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contract pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and

cancellation of existing subcontractors, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph II.C.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records for each employee shall include at least the name; address; telephone number; construction trade; union affiliation, if any; employee identification number, where assigned; social security number; race; sex; status, e.g., mechanic, apprentice trainee, helper, or laborer; dates of changes in status; hours worked per week in the indicated trade; rate of pay and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents, e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

III. CERTIFICATION OF NON-SEGREGATED FACILITIES (OVER $10,000):

By submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that (s)he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments and that (s)he does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. (S)he certifies further that (s)he will not maintain or provide for employees any segregated facilities at any of his/her establishments and (s)he will not permit employees to perform their services at any location under his/her control that segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation

of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants or other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color or religion or are, in fact, segregated on the basis of race, color, religion or otherwise. (S)he further agrees that, except where (s)he has obtained identifiable certifications from proposed subcontractors for specific time periods, (s)he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that (she) will retain such certifications in his/her files; and that (s)he will forward the following notice to such proposed subcontractors, except where proposed subcontractors have submitted identical certifications for specific time periods.

IV. CIVIL RIGHTS ACTION OF 1964:

Under Title VI of the Civil Rights Act of 1967, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

V. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:

No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

VI. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES:

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns located in or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134 and all applicable rules and orders of ODOC issued

thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor unless the subcontractor has first agreed to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of ODOC issued hereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 125.

VII. SECTION 504 DISABLED (IF $2,500 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED WORKERS

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and protect the rights of those applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to taking affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

VIII. AGE DISCRIMINATION ACT OF 1975

No person in the United States shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance because of age.

IX. SECTION 402, VETERANS OF THE VIETNAM ERA (IF $10,000 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay

or other forms of compensation and selection for training, including apprenticeship.

B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.

C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.

D. The reports required by paragraph B. of this clause shall include but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local officer or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. For each hiring location, such reports shall indicate:

1. The number of individuals hired during the reporting period;

2. The number of non-disabled veterans of the Vietnam Era hired;

3. The number of disabled veterans of the Vietnam Era hired; and

4. The total number of disabled veterans hired.

The reports should include covered veterans hired for on-the- job training under 38 USC §1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for

examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruit, and placement.

E. Whenever the Contractor becomes contractually bound to the listing provision of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

F. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

G. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

H. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

I. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment and to protect the rights of those applicants and employees.

J. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

K. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act so 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

SECTION 3 BUSINESS REGISTRY POSTER

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Sample Section 3 Business and Employment Notice

(Instructions: Publish as a display advertisement in the local paper's non-legal section or post at the local government and other Section 3 area locations.)

(Insert Locality's name) is preparing to carry out the *(insert Name of Project)* through the use of Community Development Block Grant Funds. In the implementation of this project the following job types may be available:

(Insert List of Job Classifications to be used during project)

All job openings will be posted at *(local government office or list other posting locations)*. To the greatest extent feasible, employment and training positions will be made available to qualified persons who permanently reside in *(Insert the County's or local municipality name as Section 3 area)*. Persons qualified for the jobs listed should register at the following location:

(Insert Name and Address of posting locations and/or Other Locations)

Additionally, the following contracts and procurements will/may be made and to the greatest extent feasible, businesses located in and owned by persons residing in *(Insert the County's name as Section 3 area)* will be utilized:

(Insert list of construction, non-construction, and service contracts to be procured during the project. Also, insert list of construction subcontracts, major, specific equipment and general types of materials to be used during the project.)

All above-referenced procurements will be made on a competitive basis. The names of businesses who respond to this notice will be included on procurement lists for this project. Names of job seekers will be given to contractors.

Any person residing or firm located in the above-named areas may request to participate in procurement opportunities associated with this project by contacting (*Insert local contact information*) within ten (10) days of this notice.

Not specified by the New Rule, the Section 3 Clause may still be used as a contract clause, as revised.

Section 3 Clause

ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE (REFERRED TO AS THE SECTION 3 CLAUSE):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

O De C

C D velopment

Monthly Section 3 Utilization Report

Reporting Period[1]: From_____ To _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Contractor Phone Number: _____

Project Name: _____

Project Location[2]: _____

Contractor Type: Prime Contractor ☐ Subcontractor ☐

Section 3 Business Concern[3]: Yes ☐ No ☐

				Labor Hour Classification[10]		
Employee Name	Work Classification[4]	Section 3 Status[5]	Total Labor Hours[6]	Unclassified Labor Hours[7]	Section 3 Labor Hours[8]	Targeted Section 3 Labor Hours[9]
TOTAL:			0.00	0.00	0.00	0.00

CONTRACTOR CERTIFICATION:

I hereby certify the accuracy of the data reported above.

Date: _____

Signature: _____

Name: _____

Title: _____

FOR GRANT RECIPIENT USE ONLY[11]

G

Grant Number: _____

Project: _____

Activity: _____

Reviewed by: _____ Date: _____

Form 404.8
Rev. 11/2022

Instructions: Monthly Section 3 Utilization Report

Contractors and subcontractors must submit the Monthly Section 3 Utilization Report form to the ODOC Grantee to report labor hours worked on Section 3 projects. See Program Guidance for more information regarding Section 3 compliance.

[1] The Reporting Period may not exceed four weeks.

[2] The Project Location should include the local jurisdiction as name of City/Town and name of County.

[3] A Section 3 business concern is a business concern meeting at least one of the following criteria, documented within the last six-month period: 1) It is at least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Contractors and subcontractors must submit a Section 3 Business Self-Certification form to be considered a Section 3 business concern.

[4] List classification descriptive of work performed by employee.

[5] Section 3 status: Section 3 Worker, Targeted Section 3 Worker, or Unclassified, as documented by a Worker Certification form. Note: The status of a Section 3 worker or Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction.

A Section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD Section 8 Individual income limits https://www.huduser.gov/portal/datasets/il.html; 2) The worker is employed by a Section 3 business concern; or 3) The worker is a YouthBuild participant.

A Targeted Section 3 worker is 1) A worker employed by a Section 3 business concern; or 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) Living within the service area or the neighborhood of the project; or b) A YouthBuild participant.

An Unclassified worker is a worker who does not meet the criteria for either Section 3 worker or Targeted Section 3 worker.

[6] Total Labor Hours. Total labor hours worked on the Section 3 project during the reporting period.

[7] Unclassified Labor Hours. Labor hours performed by an Unclassified worker.

[8] Section 3 Labor Hours. Labor hours performed by a Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

[9] Targeted Section 3 Labor Hours. Labor hours performed by a Targeted Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

[10] Labor Hour Classification example:

Employee Name	Work Classification[4]	Section 3 Status[5]	Total Labor Hours[6]	Labor Hour Classification[10]		
				Unclassified Labor Hours[7]	Section 3 Labor Hours[8]	Targeted Section 3 Labor Hours[9]
Employee A	Bricklayer	Unclassified	65	65		
Employee B	Tile Setter	Section 3 Worker	60		60	
Employee C	Roofer	Targeted Section 3 Worker	70		70	70
Total			195	65	130	70

[11] The Oklahoma Dept. of Commerce (ODOC) grantee must enter the grant number and project/activity name. The grantee must enter initials and date after performing a basic review (e.g. form is complete and Labor Hour Classifications accurately reflect Section 3 Status). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

Oklahoma Department of Commerce
Community Development Division

Section 3 Worker Status Certification

CDBG Grantee Name: _____

Project Description: _____

CDBG Contract Number: _____

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

☐ My income for the previous calendar year **is below** the HUD income limit[1] established.

YEAR	CITY	COUNTY	HUD INCOME LIMIT LOW 80% 1 PERSON ONLY
_____	_____	_____	_____

Targeted Section 3 Worker

☐ I am a YouthBuild participant [2]; or

Unclassified

☐ None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75. **Address will only be used to verify section 3 target area for compliance.**

Signature: _____ **Date:** _____

Print Name: _____

Print Address: _____

[1] HUD income limits are available at https://www.huduser.gov/portal/datasets/il.html

[2] Individual may be required to provide evidence that he/she is a YouthBuild participant.

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development
Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)
(Expires11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:

Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	

2. You are: (check all that apply)

- ☐ Low/Very Low Income Person
- ☐ Public Housing Resident
- ☐ HUD Youthbuild Participant
- ☐ A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)
- ☐ Section 3 Business
- ☐ A Representative of a Section 3 Business
- ☐ Other: _____

3. Basis for alleged noncompliance with Section 3:

☐ Denied Training ☐ Denied Employment ☐ Denied Contracting ☐ Other (see below in item 6)

4. Complaint is against: (check one or more boxes)

☐ Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.) ☐ Contractor ☐ Subcontractor ☐ Other (please specify)

_____

5. Who is this complaint being filed against?

Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

6. **How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3?** (Check all that apply – provide documentation, if available)

HUD Recipient	Contractor and/or Subcontractor
☐ Failed to notify Section 3 businesses about contracting opportunities	☐ Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
☐ Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	☐ Failed to notify potential subcontractors about Section 3 requirements
☐ Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	☐ Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
☐ Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	☐ Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
☐ Failed to award contracts to Section 3 businesses	☐ Failed to ensure that its subcontractors complied with Section 3
☐ Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	☐ Failed to train and/or hire Section 3 residents for new employment opportunities
☐ Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
☐ Failed to notify Section 3 residents about training and/or employment opportunities	☐ Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities	☐ Failed to award subcontracts to Section 3 businesses
☐ Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34	☐ Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
☐ Failed to hire Section 3 residents for new employment opportunities	☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	☐ Other _____
☐ Other _____	

7. **When did the act(s) checked above occur?** (Include the most recent date if several dates are involved):

_____/ _____/ _____
Month Day Year

* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

8. **Project name or location where alleged violation occurred?** (If applicable):

Project Name (if applicable): _____ Project Number: _____

Project Location: _____

Local Contracting Agency (LCA): _____

9. **Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against**: (Check all that apply)

☐ PIH Operating Subsidy	☐ Other PIH Assistance	☐ Neighborhood Stabilization Program (NSP) Assistance	☐ Section 811 Supportive Housing for the Disabled
☐ PIH Capital Fund Subsidy	☐ Community Development Block Grants (CDBG)	☐ Other Community Development Assistance	☐ Project Based Housing Vouchers
☐ Choice Neighborhood Initiative Grant	☐ HOME Investment Partnership Funding	☐ Lead-Based Paint	☐ Other HUD Housing Assistance
☐ HOPE VI Grant	☐ McKinney Homeless Assistance	☐ Section 202Supportive Housing for the Elderly	☐ Other Covered HUD Funding

10. **Description of act(s) or incident(s) involving alleged violation of Section 3:**

Summarize what happened? Attach additional information if necessary

11. **Declaration Statement**

I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.

Signature	Date

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that ***when*** new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: http://www.huduser.org/portal/datasets/il.html to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and
C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)
All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

Box 1: Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.

Box 2: Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.

Box 3: Select the appropriate basis for the complaint which you are filing.

Box 4: Select the appropriate option that best describes the person or entity that you are filing this complaint against.

Box 5: Provide the name, address, and contact information for the person or entity that you are filing this complaint against.

Box 6: Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.

Box 7: Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.

Box 8: If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.

Box 9: Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.

Box 10: Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.

Box 11: Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:
Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax(617) 565-7313 Email: complaints_office_01@hud.gov *Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont	**FORT WORTH REGIONAL OFFICE** U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax 817) 978-5876 Email: complaints_office_06@hud.gov *Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov *Covers the following states: New Jersey and New York	**KANSAS CITY REGIONAL OFFICE** U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov *Covers the following states: Iowa, Kansas, Missouri, and Nebraska
PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov *Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia	**DENVER REGIONAL OFFICE** U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov *Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov *Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands	**SAN FRANCISCO REGIONAL OFFICE** U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov *Covers the following states: Arizona, California, Guam, Hawaii, and Nevada
CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov *Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin	**SEATTLE REGIONAL OFFICE** U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800)877-0246 Fax: (206) 220-5447 Email: complaints_office_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

STATE OF OKLAHOMA HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entitles by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defining same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officer and employees from any claim or amount recovered as a result of infringement of patent, trademark, or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the hereinbefore-described expenses, claims action or amounts recovered.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000.)

Compliance with Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended (42 USC §§1857, et seq.), the Federal Water Pollution Control Act, as amended (33 USC §§1251, et seq.) and the regulations of the Environmental Protection Agency (EPA) with respect thereto at 40 CFR 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

2. Agreement by the Contractor comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC §1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

4. Agreement by the Contractor that he will include or cause to be included by the criteria and requirements in paragraphs 1-4 of this section in every non-exempt subcontract and will take such action as the government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO
HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

1. Lead-Based Paint Hazards (Applicable to Contract for Construction or Rehabilitation of Residential Structures: The construction or rehabilitation of residential structures is subject to the U.S. Department of Housing and Urban Development Lead-Based Paint regulations, 24 CFR 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

2. Use of Explosives (Modify as Required):

   a. When the use of explosives is necessary for the performance of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, waterlines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

   b. At least eight (8) hours before blasting is done, the Contractor shall notify all owners of public utility property of the intent to use explosives close to such property. Any supervision or direction of use of explosives by the engineer does not in any reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

ATTORNEY'S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the undersigned _____, the fully authorized and acting legal representative of _____, _____ County, Oklahoma, do hereby certify as follows:

I have examined the construction contract between the construction contractor, _____, and the above-named entity and the surety bonds given by the construction contractor in connection with the performance of said contract and the manner of execution of the contract and surety bonds and I am of the opinion that each of the aforesaid agreement has been duly executed by the proper parties thereto, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Dated the _____ day of _____, 20_____.

_____
Attorney

_____ County, Oklahoma

RELEASE OF CLAIMANTS

Date: _____

CDBG Project: _____

Owner: _____

I hereby acknowledge receipt of $_____, for full payment of my contract dated _____for work performed as described in the contract for services.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or mis-representation herein may be a crime punishable under Title 18 USC §1001, which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully…makes any false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined no more than $10,000 or imprisoned not more than five years, or both."

Contractor:

_____ _____

Print Name and Title Company

_____ _____

Signature Date

PRE-CONSTRUCTION CHECKLIST

Project Name:	CDBG Contract No.:
Location:	
Description of Work to be Performed:	
Construction Contractor:	Contract Amount: $
Conference Date:	Location:
Participants: Names:	Titles:

Items Covered:

_____ Labor Standards

_____ Grantee's Role and Responsibilities

_____ Section 3 Responsibilities (Refer to Policy 404 for required forms)

_____ Construction Contractor's Role and Responsibilities Equal

_____ Opportunity

_____ Reporting Requirements and Sanctions

_____ Other

(Instructions on following pages.)

CHECKLIST FOR CONSTRUCTION CONTRACTORS

(MEETING LABOR STANDARDS COMPLIANCE REQUIREMENTS)

I. INTRODUCTION:

The following checklist has been prepared to assist construction contractors and subcontractors in meeting labor compliance responsibilities. All major administrative and procedural activities have been covered in the sequence in which they will occur as the construction project proceeds. Careful attention to and use of the checklist should result in a minimum number of problems with respect to labor compliance.

II. EXPLANATORY NOTES:

The word "employer", as used below, refers to the prime construction contractor, each subcontractor or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance (marked "*") *must be sent to the Grant Recipient for review (all to be submitted through the prime construction contractor).* The submission procedure is as follows:

A. Each *lower-tier subcontractor*, after careful review, submits required documents to the respective subcontractor.

B. Each *subcontractor*, after checking his/her own and those of each lower-tier subcontractor he/she may have, submits required documents to the prime construction contractor.

C. The *prime construction contractor*, after reviewing all payrolls and other documentation, including his/her own, and correcting violations where necessary, submits all to the Grant Recipient.

All employers should check each of the following statements as being true. If any statement is not true, the construction contractor should contact the Grant Recipient for special guidance.

III. BEFORE CONSTRUCTION BEGINS, each employer has:

A. Been found eligible to participate in any Federal or Federally-assisted project, i.e. has not been debarred or otherwise made ineligible. (Registered and eligible to contract in SAM.gov).

☐ B. Received appropriate contract provisions covering labor standards requirements.

☐ C. Reviewed and understands all labor standards contract provisions.

☐ D. Received the appropriate wage decision(s) as part of the contract.

☐ E. Requested through the Grant Recipient and received the minimum wage for each classification to be worked on the project which was not included on the wage decision by the additional classification process and before allowing any such trade(s) to work on the project.

☐ F. Requested and received certification of his/her apprentice program from the State's Bureau of Apprenticeship and Training (State BAT), (recognized by the U.S. Bureau of Apprenticeship and Training [USBAT]) and submitted a copy thereof to the Grant Recipient prior to employment on the project. Likewise, "trainee" program certification from USBAT, if applicable, must be submitted.

☐ G. Received & Reviewed the Section 3 Requirements & Reporting of worker hours & benchmarks

IV. AT CONSTRUCTION START, the construction contractor has:

☐ A. Received a Notice to Proceed from the Grant Recipient.

☐ B. Notified Contractor of construction start date in writing.

☐ C. Placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable anytime during construction):

- ☐ Wage Decision
- ☐ Notice to Employees
- ☐ Safety and Health Protection on the Job (USDOL)
- ☐ Section 3 Poster(s)
- ☐ Monthly Pay Estimates to include weekly payroll reports and Section 3 Worker Report

☐ D. Before assigning each project worker to work, obtained the worker's name, best mailing address and Social Security Number (for payroll purposes).

☐ E. Obtained a copy of each apprentice's certificate with the apprentice's registration number and his/her year of apprenticeship from the State BAT.

☐ F. Informed each worker of:

- ☐ His/her work classification (journeyman or job title) as it will appear on the payroll;
- ☐ His/her work duties;
- ☐ The requirement on this project that he/she is either a journeyman, apprentice or laborer:

  If journeyman, he/she is to be paid journeyman's minimum wage rate or more;

  If apprentice, he/she is to be paid not less than the apprentice's rate for the trade based on his/her year of apprenticeship; or

  If laborer, he/she is to do laborer's work only - not use any tool or tools of the trade - and not perform any part of a journeyman's work - and is to be paid the laborer's minimum wage rate or more.

☐ G. Been informed of the requirements that each laborer or mechanic who performs work on the project in more than one classification within the same workweek shall be classified and paid at the highest wage rate applicable to any of the work which he/she performs unless the following requirements are met:

1. Accurate daily time records are maintained. These records must show the time worked in each classification and must be signed by the workman.
2. The payroll shows the hours worked in each classification and the wage rate paid for each classification.
3. The payroll is signed by the workman or a signed copy of the daily time record is attached.

☐ H. Has informed each worker of his/her hourly wages (not less than the minimum wage rate for this work as stated in the Wage Decision).

1. Time and a half for all work over 40 hours any workweek (see Contract Work Hours Safety Standards Act).
2. Fringe benefits, if any (see wage Decision for any required).
3. Deductions from his/her pay.

☐ I. Has informed each worker that he/she is subject to being interviewed on the job by the Grant Recipient, ODOC, USDOL or other inspector to confirm that the employer is complying with all labor requirements.

☐ J. Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working.

V. DURING CONSTRUCTION

A. Each Employer:

☐ 1. Has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off or dismissed any project worker because of race, color, religion, sex or national origin.

☐ 2. Has employed all registered apprentices referred to him through normal channels up to the applicable ratio of apprentices to journeymen in each trade used by the employer.

☐ 3. Will maintain basic employment records accessible to inspection by the Grant Recipient or ODOC representatives.

☐ 4. Is complying with all health and safety standards.

☐ 5. Has paid all workers weekly.

☐ 6. Has submitted weekly payrolls on Form WH-347

Construction contractors who wish to purchase the forms are urged to enter their orders promptly. The Superintendent of Documents (Government Printing Office, Washington, D.C. 20402) takes six weeks to fill orders. *It is permissible for contractors to reproduce the forms if they wish.* Any alternative payroll form should be cleared with the grantee before the employer starts work on the project. A project printout by computer, for example, is acceptable, *provided* all data on the front and back of Payroll Form WH-347 is on or included with the payroll submitted to the grantee.

Some employers place all project workers on Payroll Form WH-347. The Contractor (owner) does not review any project workers on the payroll who perform work in any of the following job titles (which are exempt from labor requirements):

- Project superintendent
- Project engineer
- Owner-operator
- Supervisory foreman (less than 20% of time as a working foreman)
- Messenger
- Clerical workers (timekeepers, payroll clerks, bookkeepers, etc.)

B. Instructions for completing/reviewing the Front Page of Payroll Form WH-347

☐ Name of Employer. The construction contractor or subcontractor.

☐ Address. Street address/P.O. Box, City, State and Zip Code of employer.

☐ Payroll Number. Each weekly payroll is numbered in sequential order (starting with Payroll No. 1)

☐ If employer's workers perform no physical work on the project during workweek, he/she has submitted a "no work" letter for that workweek.

☐ Payroll of employer's final workweek on the project (completion of his/her work) is marked "Final".

☐ For Week Ending. The last date of the workweek.

☐ Project and Location. Name of project and city in which located.

☐ Columns 1 thru 9: Data entered on each line of this section of Form WH-347 represents information about a single worker in a separate job classification. When one worker performs more than one class of work during a workweek (*split classification*), the worker will have data reported on multiple lines (as many lines as he/she worked separate classifications). Accurate daily time records signed by the employee must show the exact hours worked in each classification.

☐ **Column 1**: Worker's Name as it appears on his/her paycheck.

Column 1: Worker's Name as it appears on his/her paycheck.

- ✓ Worker's best mailing address and social security number is entered only on the first payroll on which his/her name appears;
- ✓ If the worker changes his/her residential address while working on the project, the new address is entered on the next applicable payroll;
- ✓ If any two or more workers have the same name, their social security numbers are included on the payroll

☐ **Column 2**: Withholding- This is for employer's convenience;

☐ **Column 3**:

☐ The Work Classification (job title) for the worker is included in the Wage Decision and denotes the work that worker actually performed.

*If the worker is an **apprentice***, enter the State BAT registration number and year of apprenticeship in this column the *first* time the apprentice's name appears on the payroll.

☐ If the worker has performed *more than one class of work* during the workweek, such as carpenter and laborer, the division of work must be shown on separate lines of the payroll. Each class of work performed is noted in Column 3 on a separate line and the employee's name is repeated on that line in Column 1.

NOTE

If the applicable classification is not included in the Wage Decision, construction contractor should call the Contractor immediately and request the appropriate classification through the Additional Classification Process

☐ The payroll is signed by the workman in the related "blocks" or a signed copy of the daily time records is attached to the payroll

☐ If the above is not done, the worker is paid at least the highest minimum wage rate of all of the classes of work performed for all hours worked.

The employer may not pay a "semi-journeyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of the trade (journeyman) and each hour he/she does not use tools of the trade (laborers) must be recorded on separate lines in Column 3 of the payroll. *The employer may **not** pay the average of the two classes of work.*

The work classification of helper is not accepted unless included in the Wage Decision issued by the Secretary of Labor. Any employee listed as "helper" in the absence of such a classification in the Wage Decision must be paid the journeyman's rate for hours he/she uses the tools of the trade.

☐ **Column 4**: Hours Worked, Each Day and Date, for the workweek.

Regular hours (**S** for "Straight" time) are entered for each classification for each employee. Overtime hours (**O**), if any, are reported separately from straight hours. Overtime is any time over 40 hours in any workweek.

☐ **Column 5**: Total Hours worked during the workweek are reported (the sum of subcolumns in Column 4). Straight and overtime hours are recorded separately.

☐ **Column 6**: Rate of Pay, not less than the minimum wage rate for the work classification (see Wage Decision).
☐ *The Overtime Rate of Pay is not less than 1½ times the worker's basic (straight) hourly rate of pay.*

☐ ***Apprentices***. If a copy of the apprentice's registration certificate from the State BAT has not been submitted to Grant Recipient by employer (through construction contractor), apprentice must be paid journeyman's rate.

☐ ***Piece Worker***. Piece work must be reported in Column 6 at an hourly rate, the gross pay for the workweek (work on the project) divided by the total number of hours worked on the project during the workweek.

☐ **Column 7**: Gross Amount Earned equals straight hours (Column 5) times straight rate of pay (Column 6) plus overtime hours, if any, (Column 5) times overtime rate of pay (Col 6).

☐ **Column 8**: Each deduction is:

☐ √ Required by law;

☐ √ Voluntarily authorized by the worker in writing before the work week began; or

☐ √ Provided in a bargaining agreement.

☐ **Column 9**: Net Wages stated are Column 7 minus total deductions shown in Column 8.

C. Instruction for completing/reviewing the Back of Payroll (Form WH-347)

☐ Each Employer has:

☐ √ completed all blank spaces and understands the penalties for falsification;

☐ √ Checked Item 4 if fringe benefits are included in the Wage Decision for all workers:

☐ 4(a) If fringe benefits are paid to approved fund(s); or,

☐ 4(b) Paid directly to each affected worker each week, his/her paycheck representing the pay of the applicable minimum wage rate plus the amount of required fringe benefits.

☐ √ Manually signed the payroll in the "block" marked signature and stated his/her title;

☐ ☐ The person who signed the payroll is the employer or an official of the employer who is legally authorized to act for the employer.

D. Weekly Payroll Review. Each employer has promptly:

☐ Reviewed the weekly payroll for compliance with all labor requirements (using this checklist) and made necessary corrections.

☐ Each lower-tier subcontractor has submitted his/her weekly payroll or "no work" letter to the respective subcontractor within 3 calendar days from the last date of the workweek.

☐ Each subcontractor has received a payroll or "no work" letter from each of his/her lower-tier subcontractors, reviewed each and his/her own payroll, required necessary corrections and submitted all such payrolls to the construction contractor within 5 calendar days from the last date of the workweek.

☐ Construction contractor has received a payroll or "no work" letter from each subcontractor and each lower-tier subcontractor, monitored each including his/her own payroll, required necessary corrections and collectively submitted them to the grantee within 7 work days of the last date of the respective workweek.

VI. AFTER PROJECT COMPLETION

☐ Each employer will keep all weekly payrolls on the project for 3 years after the construction contractor's project completion date.

2. THE PRE-CONSTRUCTION CONFERENCE

2.1. ODOC requires that every contractual relationship between the Grant Recipient and the construction contractor be initiated by a meeting to define the terms, conditions, deliverables, and performance schedules that will govern the contract. This approach represents good management practice and reduces the likelihood of later conflicts caused by assumptions and misunderstandings between the construction contractor and the Grant Recipient.

2.2. After contract award, but before any work is performed, the Grant Recipient, the architect or engineer and any technical advisors to the Grant Recipient must hold a pre-construction conference with the construction contractor to explain contract requirements.

2.3. The construction contractor should be notified in writing of the time and place for the conference. The contractor must require the attendance of subcontractors expected to undertake major portions of the work. Documentation required from the construction contractor at the time of the meeting should be identified. Satisfaction of all bonding provisions will be required at this time especially the Davis Bacon wage rate requirements.

2.4. Prepare an agenda. Plan to utilize and distribute a Pre-construction Checklist as a guide to assure that all areas are properly addressed. (Especially Davis/Bacon Requirements.) A recording may be used to document the meeting and/or a stenographer may be asked to prepare notes. It is the Grant Recipient's responsibility to clearly present the Federal Statutory Compliance requirements as well as performance expectations. A copy of the minutes should be signed by the parties to the contract and placed in the files.

2.5. ODOC recommends the following procedures as the minimum coverage of topics at the pre-construction conference:

2.5.1. Review the technical aspects of the project.

2.5.2. Identify the laws applicable to the contract and establish the documentation, reporting and performance that will constitute compliance.

2.5.3. Establish the Grant Recipient's obligations to monitor labor standards and the procedures that will be employed.

2.5.4. Establish specific requirements for reporting between the construction contractor and the Grant Recipient.

2.5.5. Accept bonds and securities for performance and payment of labor and materials.

2.5.6. Review the contract provisions, including all attachments regarding labor standards, civil rights, job safety standards and environmental protection as well as the Davis Bacon wage rate requirements.

2.5.7. Explain the objectives of Executive Order 11246 and require a copy of the construction contractor's Affirmative Action Plan and the specific affirmative action strategy to be employed on this contract.

2.5.8. Review the Section 3 Reporting Requirements for Reporting Worker Hours and Qualitative & Quantitative Benchmarks.

2.5.9. Return the construction contractor's bid bonds.

2.5.10. Provide for a record of the pre-construction conference to be prepared and subsequently signed by the parties to the agreement.

2.5.11. Issue a notice to proceed to the construction contractor.

Oklahoma Department of Commerce
Community Development Block Grant

Contractor Payroll Certification

(This form shall be executed with contract documents)

Project Information:

CDBG Grantee Name: _____

CDBG Contract Number: _____

Project Activity: _____

Contractor Certification:

I acknowledge that this construction project has Federal funds attached, thereby requiring this project to comply with the Davis-Bacon Act and all labor related acts including Section 3. Therefore, I agree to pay the designated wage rates, provide the certified payrolls, and provide section 3 documentation, as applicable and required for the above referenced contract activity.

_____ _____

Name of Company Name of Authorized Company Official

_____ _____

Signature of Authorized Company Official Date

NOTICE TO PROCEED

CDBG Contract Number: _____

Contractor Name: _____

Project Description of Work: _____

Project Location: _____

Contractor is hereby notified to commence work for the referenced contract on _____ _____, 20_____, and fully complete all work of said contract within _____ consecutive calendar days thereafter. The completion date is therefore _____, 20_____.

The contract provides for an assessment of the sum of $_____ as liquidated damages for each consecutive calendar day after the above-established contract completion date work remains as incomplete.

Dated this _____ day of _____, 20_____.

_____ _____

Owner Name (City, Town, or County) Authorized Official Signature

Print Name: _____ Print Title: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 20_____.

_____ _____

Contractor (Print Name) Contractor Signature

NOTICE OF CONTRACT AWARD

A. Contractor Information

_____ CDBG Contract No. _____

_____ Project Description: _____

_____ _____

Phone#: _____ _____

FEI#: _____ Wage Rate Decision #OK_____

UEI #:_____ Type _____ Mod #____ Date _____

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated _____ and _____ with bid opening held on _____, 20___.

You are hereby notified that your bid has been accepted in the amount of $_____.

If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Awarded this _____ day of _____, 20___.

CDBG Grantee/Owner: _____

_____ _____

Signature of Authorized Official Typed Name & Title

C. Contractor Certifications & Acknowledgement:

1. Type of Trade: ☐ Construction; ☐ Other Service (_____)
2. Business Ownership: ☐ Black or African Americans; ☐ Asians; ☐ Hispanics or Latinos; ☐ American Indian or Alaskan Natives; ☐ Native Hawaiian or Other Pacific Islanders; ☐ Whites
3. Certified Minority Business Enterprise: Yes ☐ No ☐
4. Certified Women Owned Business: Yes ☐ No ☐
5. Section 3 Business Concern: Yes ☐ No ☐
6. Contractor Debarment Review Certification has been submitted: Yes ☐ No ☐
7. Active Registration in SAM.gov? Yes ☐ No ☐

Acknowledged by: _____ _____ _____

Contractor Signature Print Name Date

Form 407.3
Rev. 11/2022

Notice of Award Instructions

Must include all of the following items or this form will be returned to the Grantee.

Section A. **Contractor Information**:

- Enter the Bidder's Name, Entity Name, Address, and Phone Number, Federal Employer Identification **(FEI)** number, and the Unique Entity ID **(UEI)** number from the https://sam.gov/content/home registration.
- Enter the CDBG Contract Number, Project Description, Approved Davis Bacon Wage Rate Decision(s).

Section B. **Acceptance of Bid:**

- Enter the dates of both Bid Advertisements.
- Enter the date of the bid opening.
- Enter the amount of the contractor's bid.
- Enter the date of the Award.
- Enter the name of the CDBG grantee/owner.
- Obtain the signature of the Grantee's Authorized Official and Type the Name and Title.

Section C: **Contractor Information**:

1. Type of Trade: Check beside appropriate trade for contractor (Construction or Other).

2. Business Ownership: Check beside the appropriate race/ethnicity of the contractor.

3. Check yes or no for Minority Owned Business Enterprise Certification
4. Check yes or no for Women Owned Business Certification
   https://www.okcommerce.gov/doing-business/business-services/women-owned-business-certifications/

5. Section 3 Business Concern: A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
   1. At least 51 percent owned and controlled by low- or very low-income persons; or
   2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
   3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
6. Check yes or no that the ODOC Form 407.2 Contractor Debarment Review Certification has been included in the bid documents to the owner.
7. Check yes or no for Active Registration in SAM.gov.

IMPORTANT NOTE: CDBG PROJECTS are federally funded and ALL ENTITIES receiving these funds as a "contractor" must be registered as ACTIVE in SAM.gov with no exclusions.

CONTRACT AND BONDS

CONTRACT

THIS CONTRACT and AGREEMENT, made and entered into as of this ____ day of_____, 20___, by and between the CITY OF BETHANY, party of the first part, hereinafter termed "City" and _____ party of the second part, hereinafter termed "Principal."

WITNESSETH:

WHEREAS, the CITY OF BETHANY has caused to be prepared in accordance with law, certain plans, 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:

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA

as outlined and set out in the bidding documents and in accordance with the terms and provisions of this contract; and

WHEREAS, Principal, in response to said Solicitation for Bids, published in the _____ has submitted to the CITY OF BETHANY in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract, and

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

_____

_____.

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 Principal shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with the Principal's proposal and bid and with the plans, specifications, and other bidding documents adopted and approved by the City, all of which documents are on file in the office of the City Clerk of Bethany 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 Principal in the following manner: On or about the first day of each month, the Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Principal shall furnish to the Engineer or other person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. The Principal shall be paid according to the estimate less 5% retainage of the contract amount.

3. On completion of the work, but prior to the acceptance thereof by the CITY OF BETHANY, it shall be the duty of the 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 Principal shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Principal; 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 Principal may have by reason of having entered into or arising out of this contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) duplicate originals, the day and year first above written.

_____

ATTEST:

_____ _____
Secretary Principal

CITY OF BETHANY

ATTEST:

_____ _____
City Clerk Mayor

APPROVED as to form and legality this _____ day of _____, 20____.

_____
City Attorney

STATE OF _____)
)
COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by Principal to submit the above contract to the CITY OF BETHANY. Affiant further states that Principal has not paid, given, donated or agreed to pay, give, or donate to any officer or employee of the CITY OF BETHANY any money or other thing of value, either directly or indirectly, in the procuring of this contract.

_____

Subscribed and sworn to before me _____ day of _____, 20____.

_____ _____
My Commission Expires Notary Public

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of

_____ 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.

Dated this _____ day of _____, A.D., 20_____.

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

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the _____ day of _____, 20_____, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, 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 Principal, _____ 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 Principal, 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 BETHANY 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 sub-contract or otherwise; and shall protect and save harmless the said Government 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 Principal 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 Principal, or his or its agents, servants, or employees; and shall protect and save the Government 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 Principal 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.

_____

ATTEST:

_____ By _____
Secretary Principal

_____

ATTEST:

_____ By _____
Secretary Surety

Approved as to form this ____ day of _____, A.D., 20____.

_____
City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of_____ _____, such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of_____ _____, 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, jointly and severally, firmly by these presents.

Dated this _____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between _____ and the CITY OF BETHANY dated this _____ day of _____, 20____, agreed to construct in the City of Bethany:

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA

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 Bethany; 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) year** from the date of acceptance of the completed project by the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority 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) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, 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 Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **two (2) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF BETHANY, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that 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 Principal 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.

ATTEST:

_____ By _____
Secretary Principal

_____

ATTEST:

_____ By _____
Secretary Surety

Approved as to form this ____ day of _____, A.D., 20____.

_____
City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of _____, 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.

Dated this _____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, the above Bonded Principal _____ is the lowest and best bidder for the making of the following municipal work and improvements, viz:

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the _____ day of _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, 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 BETHANY.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority 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, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal 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.

ATTEST:

_____

_____ By _____
Secretary Principal

ATTEST:

_____

_____ By _____
Secretary Surety

Approved as to form this ____ day of _____, A.D., 20____.

_____
City Attorney

LIST OF DOCUMENTS REQUIRED FOR THIS BID

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET424.01

The Bidder is responsible for reviewing this list of required documents and any requirements of the General Provisions and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

DOCUMENTS REQUIRED FOR THIS BID

Bid Form
Detailed Bid Form (if provided in the Bidding Documents)
Bid Bond
Anticollusion Affidavit
Affidavit of Surety
Business Relationship Affidavit
Certificate of Non-Discrimination
ODOC Business Relationships Affidavit
ODOC Anticollusion Affidavit
ODOC Payroll Affidavit
ODOC Section 3 Business Concern Certification
ODOC Section 3 Estimated Workforce Breakdown
ODOC Section 3 Affirmative Action Plan
ODOC Contractor Debarment Review Certification
ODOC CDBG Contractor Debartment Review Certification
ODOC CDBG Grantee Debarment Review and Certification

For the purpose of determining that a bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the General Provisions and the Special Provisions for any other required documents. Failure to submit a document required in the General or Special Provisions may be cause for rejection of the bid. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the City Clerk for The City of Bethany or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

BID FORM

Project Number: **TEIM Design, PLLC Project No. ET424.01**

Description: **ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT**
CITY OF BETHANY, OKLAHOMA

Name of Firm: _____

Address: _____

_____

To the Mayor and Council of the **City of Bethany**:

Gentlemen:

The undersigned, as bidder, declares that before preparing this Bid, the Bidder read carefully the Requirements for Bidders, and the general and detailed Plans and Specifications, the Bid Form and Affidavits and Certificates and any other documentation or information to be submitted, and has examined the form of the Contract and the several Bonds, and that the bidder is familiar with and able to comply with all the provisions of the same and with all the requirements of the complete Contract to be entered into and Bonds to be executed. Said bidder proposes and agrees to furnish all labor, materials, and equipment, and to perform all operations necessary to complete the work as required by said Contract Documents for the Total Bid Price of:

Total Bid Price:

($_____).

THIS PROJECT IS NOT SALES TAX EXEMPT. INCLUDE SALES TAX.

Said Bidder acknowledges receipt of addenda numbers _____ issued during the time of bidding and has included the several changes in this Bid.

In submitting the Bid, it is understood that the right is reserved by the **City of Bethany** to reject any and all bids, and it is agreed that this Bid may not be withdrawn for a period of sixty (60) days after date of filing same. Said Bidder proposes and agrees that if his Bid is accepted, the Bidder will enter in to the contract with the **City of Bethany**, and properly submit the required Bonds within seven (7) days after acceptance of his Bid and the award to the Bidder.

Bidder hereby agrees to commence work within ten (10) days after the Work Order is issued by the **City of Bethany** and completed as stated in the Special Provisions. We herewith enclose Bidder's Bond, or Certified Check, or Cashier's Check in the amount of $_____ as required in the Contract Specifications.

ATTEST: (Corporate Seal)

_____
Name of Corporation/Firm

_____ _____
Signature Signature
* _____ _____

* _____ _____
*On these lines, type or print the name and Title of each person who signed above.

If Bidder is a Corporation, affix corporate stamp or seal, if any, or, in the alternative, comply with paragraph II f) of the Signature Requirements for Bidder Documents.

All signatures must be original ink signatures.

STATE OF _____)
) SS
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20___.

My Commission Expires: _____

_____
Notary Public

Name and Address of Major Subcontractors

Each subcontractor and manufacturer listed below is capable of bonding his portion of the work and will be retained by the Prime Contractor if awarded the contract for construction. Substitution of subcontractors will not be made unless express written consent of the Engineer is received.

1. _____
2. _____
3. _____
4. _____
5. _____
. _____

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA

DETAILED BID FORM					
Item No.	Title	Quantity	Unit	Unit Price	Total Price
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum		
2	SEDIMENT AND EROSION CONTROL	1.00	lump sum		
3	(2 INCH) (COPPER) WATERLINE PIPE (ASTM B88 TYPE K)	20.00	linear foot		
4	(6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 12 GUAGE TRACER WIRE	1,280.00	linear foot		
5	FITTINGS (2 INCH PLUG)	5.00	each		
6	FITTINGS (2 INCH SOLID SLEEVE)	1.00	each		
7	FITTINGS (2 INCH x 45 DEGREE BEND)	2.00	each		
8	FITTINGS (4 INCH PLUG (COMPACT) (MJ))	4.00	each		
9	FITTINGS (6 INCH x 2 INCH TAPPING SADDLE)	1.00	each		
10	FITTINGS (6 INCH x 4 INCH REDUCER (COMPACT) (MJ))	1.00	each		
11	FITTINGS (6 INCH PLUG)	3.00	each		
12	FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT) (MJ))	16.00	each		
13	FITTINGS (6 INCH x 6 INCH TEE (COMPACT) (MJ))	4.00	each		
14	SINGLE LONG SERVICE (1 INCH) (STREET BORE)	9.00	each		
15	SINGLE SHORT SERVICE (1 INCH)	15.00	each		
16	(4 INCH) TAP	1.00	each		
17	(6 INCH) TAP	1.00	each		
18	FIRE HYDRANT	1.00	each		
19	(4 INCH) (TAPPING) VALVE AND VALVE BOX	1.00	each		
20	(6 INCH) (GATE)VALVE AND VALVE BOX	4.00	each		
21	(6 INCH) (TAPPING) VALVE AND VALVE BOX	1.00	each		
22	HYDROSTATIC PRESSURE TESTING AND DISINFECTION	1.00	lump sum		
23	STEEL CASING PIPE BY TRENCHING (12 INCH)	60.00	linear foot		
24	RESTRAINED JOINT (MEGA-LUG SERIES 2004 PV)	4.00	each		
25	RESTRAINED JOINT (MEGA-LUG SERIES 2006 PV)	50.00	each		
26	TAPPING SLEEVE (4 INCH x 4 INCH)	1.00	each		
27	TAPPING SLEEVE (6 INCH x 6 INCH)	1.00	each		
28	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1.00	lump sum		
29	GPS AS-BUILT SURVEY	1.00	lump sum		
30	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1.00	lump sum		
31	REMOVE AND REPLACE SIDEWALK (ADA RAMP)	10.00	square yard		
32	REMOVE AND REPLACE DRIVEWAY (CONCRETE)	99.00	square yard		
33	REMOVE AND REPLACE DRIVEWAY (GRAVEL)	60.00	square yard		
34	SOLID SLAB SODDING	3,100.00	square foot		
			BASE BID TOTAL		

BID BOND

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT
CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET424.01

5% BID BOND, CERTIFIED OR CASHIER'S CHECK $_____

TOTAL BID $_____

_____

_____

_____

_____

Work shall commence within **ten (10) calendar days** after the Work Order is issued by the **City of Bethany** and completed as required by the Contract.

(SEAL) if Corporation

Subscribed and sworn to before me this _____ day of _____, 20___.

Signed _____

_____
Notary Public

My Commission Expires: _____

By _____
Agent

_____
Address

Affidavits Attached

ANTICOLLUSION
AFFIDAVIT

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has **not** directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said bid or bids are opened.

Deponent further state 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 state official or employee as to quantity, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Bethany, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

Signed _____
Bidder

By _____

Title _____

Subscribed and sworn to before me this ___ day of _____, 20_.

_____
Notary Public

My Commission Expires:

_____

AFFIDAVIT OF SURETY

_____
Date

City of Bethany, Oklahoma

Gentlemen:

_____ is currently bidding or is desirous of bidding work for the City of Bethany and this is to advise you that based upon information we have at this time, we are willing to execute bonds for this company on construction contracts for the City of Bethany up to the sum of $_____.

In the past, we have handled bonding requirements for this company in the amount of $_____.

In the event information comes to our attention which would change the bonding ability of this firm, we will advise you of such change.

We are attaching a copy of our Power of Attorney.

_____
Name of Company of Agency

_____
Signature and Title

_____
Address

Subscribed and sworn to before me this ___ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____

Subscribed and sworn to before me this ____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, age, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County Clerk of the County of Oklahoma setting forth provisions of this section.

2. In the event of the Contractor's noncompliance with this non-discrimination clause, the contract may be canceled or terminated by the Oklahoma Tax Commission. The Contractor may be declared by the Oklahoma County Commission ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

3. The Contractor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above-stated clauses and agree to abide by its requirements.

_____
Contractor

ATTEST:

_____
Secretary

ODOC

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____

Subscribed and sworn to before me this ____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

ODOC

ANTICOLLUSION AFFIDAVIT

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has **not** directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said bid or bids are opened.

Deponent further state 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 state official or employee as to quantity, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Bethany, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

Signed _____
Bidder

By _____

Title _____

Subscribed and sworn to before me this ___ day of _____, 20_.

_____
Notary Public

My Commission Expires:

_____

ODOC

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn upon oath, states that (s) he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s) he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

_____
Affiant

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

_____
Notary Public

My Commission Expires:

_____

NOTE: This form is to be submitted with the bid.

SECTION 3 BUSINESS SELF-CERTIFICATION

To Self-Certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Additional Required Data	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	☐
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	☐
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	☐
	Business DOES NOT meet the above criteria.	☐

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature:	Date Signed:
Print Name:	Title:
Company Name: Type of Business:(Check One) ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other	
Address	
Telephone Number	

nOTE: MUST BE SUBMITTED WITH BID

SECTION 3 CONTRACTOR ESTIMATED PROJECT WORKFORCE BREAKDOWN

***This form may be used to determine future hiring needs by the contractor.**

Job Category	Total Estimated Positions	No. of Positions Currently Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be Filled with Targeted and/or Section 3 Workers and estimate of hire date. Ex: (2)- 5/20
Officers/Supervisors				
Professionals				
Technicians				
Office				
Clerical				
Trade				
Journeymen				
Apprentices				
Trainees				
Others				
Others				
Others				
Total				

ODOC EWB-1

NOTE: MUST BE SUBMITTED WITH BID

Oklahoma Department of Commerce
Community Development Division (ODOC-CD) COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SECTION 3 AFFIRMATIVE ACTION PLAN

(To be submitted with bid)

_____, (Prime Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents and Section 3 Business Concerns within _____ (Town/City and County) for compliance with CDBG Contract #_____.

A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as the U.S. Employment Service and providing preference for these opportunities in the following order:

(i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Participants in programs such as CDSA YOUTHBUILD; YOUTHBUILD.ORG.

(iii) Other Section 3 Residents.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.

D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over $200,000, and to require all bidders on subcontracts over $200,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

E. To ensure that subcontracts over $200,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:

(i) Business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Applicants selected to carry out HUD Youth-build projects.

(iii) Other Section 3 business concerns.

H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.

I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.

J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.

K. To submit reports to Town/City/County on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.

L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.

M. To complete a **Section 3 Business Self-Certification** and **Section 3 Contractor Estimated Project workforce Breakdown** and submit to Town/City/County, or their designee.

N. To document utilization of Section 3 Employees on the covered project by having existing employees, and new employees, (including those of all subcontractors) from the Section 3 Area, complete the **Section 3 Worker Status Certifications** of all employees per the current HUD Income Limits for County work is performed at https://www.huduser.gov/portal/datasets/il.html and provide this information on the Section 3 Utilization Monthly Report.

O. To complete a **Section 3 Utilization Monthly Report** and submit said report to Town/City/County, or their designee to be included with monthly pay estimates and weekly payroll reports prior to payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Worker Status Certification worksheets and be in the format provided.

P. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken as supporting documentation for compliance.

CONTRACTOR CERTIFICATION

As officers and representative of: _____

(Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

_____

Name and Title of the Authorized Representative (print or type)

_____ _____

Signature of Authorized Representative Date

Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

1. Entering into "first Source" hiring agreements with organizations representing Section 3 residents.
2. Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sect. 135.34) reside.
5. Advertising the training and employment positions by posting flyers (which identify the positions to be filled the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAS, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or development and transitional housing in the neighborhood or service area of the Section 3 covered project.
6. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
7. Sponsoring (scheduling, advertising, financing, or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
8. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where Category 1 or Category 2 persons reside and, in the neighborhood, or service area in which Section 3 project is located.
9. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
11. Contacting agencies administering HUD Youth Build programs and requesting their assistance in recruiting HUD Youth Build program participants for the HA's or contractor's training and employment positions.
12. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

13. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
14. Employment a job coordinator or contracting with a business concern that is licensed in the field of job placement that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
15. For an HA employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102 and Section 905.201(a)(6).)
16. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
17. Undertaking job counseling, education, and related programs in association with local educational institutions.
18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
19. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 resident to be training or employed on the Section 3 covered assistance.
20. Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

Examples of Efforts to Award Contracts to Section 3 Business Concerns

1. Utilizing procurement procedure for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans (see Section III of this Appendix).
2. In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
3. Contacting business assistance agencies, minority contractors and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
4. Advertising contracting opportunities by posting notices, which provide general information, in the common areas or other prominent areas of the housing development or developments owned by and managed by the HA.
5. For Has, contacting resident councils, resident management corporations, or other resident organizations where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
6. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
7. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
8. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
9. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
10. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
11. Arranging solicitations, time for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
12. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
13. Contacting agencies administering HUD Youth Build programs and notifying these agencies of the contracting opportunities.
14. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media.
15. Developing a list of eligible Section 3 business concerns.
16. For Has, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
17. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
18. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
19. Supporting businesses which provide economic opportunities to low-income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and

comparable agencies at the State and local levels.

20. Encouraging financial institutions in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

21. Actively supporting joint ventures with Section 3 business concerns.

Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION
(Must be submitted with bid proposal)

CDBG Grantee Name (Owner) and Project Type	***CDBG Project Number***

ATTENTION ALL BIDDERS:

All CDBG sub-recipients (Cities, Towns, or Counties) are required to conduct debarment reviews on all services procured with CDBG funds by checking the **System for Award Management (SAM) website, www.sam.gov, to determine if a potential contractor is eligible to contract on Federally Funded projects.**

A contractor must be registered and active in the SAM.gov system before a contract award is executed.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   - Have not within a three-year period preceding this proposal 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;
   - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Contractor Name & Title (Please Print)	***Date***
Signature	***Date***

Unique Entity ID (UEI) Number (found in entity's SAM.gov registration)

Oklahoma Department of Commerce CDBG Programs
Grantee Debarment Review and Certification

All CDBG sub-recipients are required, by the regulations implementing 24 CFR Part 85.35, to conduct debarment reviews on all services procured with CDBG funds ***before any contract award is executed***. These reviews shall be conducted by using the System for Award Management (SAM) website, www.sam.gov, to determine if the potential contractor is registered as active with no exclusions. Save/Print the results. Complete this form and attach the results along with the Notice of Award and Contractor's Debarment Certification form from the Bid/Proposal documents.

CDBG Grantee Name and Project Type				**CDBG Contract Number**	
***Contractor Name**					
Address				**Phone**	
City		**State**		**Zip Code**	
Contractor's UEI Number					

Entity's Registration reviewed by	
Reviewer's Title	
Reviewer's Organization	
Chief Elected Official	
Title of Chief Elected Official	

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the contractor listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government under E.O. 12549.

Signature of Reviewer	***Date***
Signature of Chief Elected Official	***Date***

Please upload this document along with other required documentation into OK-Grants Related Items (RROF) and submit using the Notice of Award status. Keep the originals in the CDBG project file.

*Contractor is any entity or individual directly procured for contract services by the sub-recipient (grantee), (City, Town, or County), under this CDBG contract award and ***must be registered as active*** in SAM.gov.

Form 407.5
Rev. 11/2022

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT
WATERLINE REPLACEMENT PROJECT

ODOC CONTRACT NO 18607 CDBG 22

PREPARED BY

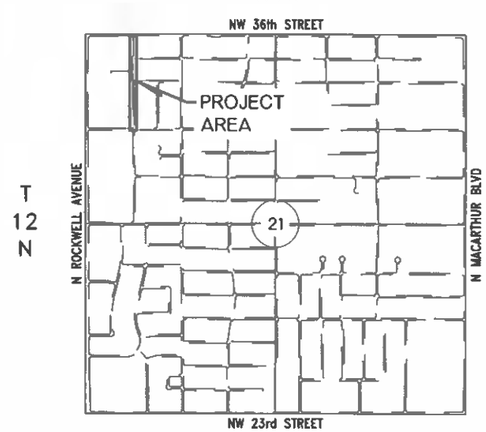
TEIM DESIGN

3020 N.W. 149th STREET
OKLAHOMA CITY, OKLAHOMA
(405) 752-1122 FAX (405) 752-8855

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W Chen, P E
Water Quality Division
D. Adam Divine, P E
Construction Permitting Section

Permit Number: WL000055230107
Date Received: February 10 2023

R4W



LOCATION MAP
N. T. S.

The City of
BETHANY, OKLAHOMA
NIKKI LLOYD, Mayor
ELIZABETH GRAY, City Manager

COUNCIL MEMBERS:

AMANDA SANDOVAL	Ward 1	MARILYN MCPHAIL	Ward 3
CHRIS POWELL	Ward 1	KATHY LARSEN	Ward 3
MATTHEW GOODWIN	Ward 2	BRIAN MAGIROWSKY	Ward 4
STEVE PALMER	Ward 2	JEFF KNAPP	Ward 4

SHEET INDEX

SHEET NO.	DESCRIPTION
0001	TITLE SHEET
AC01	SUMMARY OF PAY QUANTITIES AND NOTES
AC03	PROJECT LOCATION MAP
AC04	LEGEND
C001	SURVEY DATA
C002	DEMOLITION PLAN
C003 - C005	PLAN AND PROFILE SHEETS
ER01	STORMWATER POLLUTION PREVENTION PLAN
D-500 - W-STD-05	OKLAHOMA CITY STANDARDS

ONE CALL UTILITY LOCATION NUMBER

840-5032
1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

02-07-2023
DATE

ROBERT DON WILLIAMS, P.E.
REGISTERED PROFESSIONAL ENGINEER
CA# 8428 EXPIRES JUNE 30, 2023

ENGINEERS SEAL
CERTIFICATE OF AUTHORIZATION
ROBERT DON WILLIAMS
17893
02-07-2023

CONSTRUCTION MUST BEGIN WITHIN SIX (6) MONTHS FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN

APPROVED BY:

02-07-2023
DATE

CITY ENGINEER

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Summary of Pay Quantities

Item Number	Lot Name	Title	Pay Item Notes	Description	Quantity	Unit
1	Base Bid	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION		109-08	1.00	lump sum
2	Base Bid	SEDIMENT AND EROSION CONTROL		109-09	1.00	lump sum
3	Base Bid	(2 INCH) (COPPER) WATERLINE PIPE (ASTM B88 TYPE K)		505	20.00	linear foot
4	Base Bid	(6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 12 GUAGE TRACER WIRE		505	1,280.00	linear foot
5	Base Bid	FITTINGS (2 INCH PLUG)	1	505	5.00	each
6	Base Bid	FITTINGS (2 INCH SOLID SLEEVE)	1	505	1.00	each
7	Base Bid	FITTINGS (2 INCH x 45 DEGREE BEND)	1	505	2.00	each
8	Base Bid	FITTINGS (4 INCH PLUG (COMPACT) (MJ))	1	505	4.00	each
9	Base Bid	FITTINGS (6 INCH x 2 INCH TAPPING SADDLE)	2	505	1.00	each
10	Base Bid	FITTINGS (6 INCH x 4 INCH REDUCER (COMPACT) (MJ))		505	1.00	each
11	Base Bid	FITTINGS (6 INCH PLUG)		505	3.00	each
12	Base Bid	FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT) (MJ))		505	16.00	each
13	Base Bid	FITTINGS (6 INCH x 6 INCH TEE (COMPACT) (MJ))		505	4.00	each
14	Base Bid	SINGLE LONG SERVICE (1 INCH) (STREET BORE)	3	511	9.00	each
15	Base Bid	SINGLE SHORT SERVICE (1 INCH)	3	511	15.00	each
16	Base Bid	(4 INCH) TAP		514	1.00	each
17	Base Bid	(6 INCH) TAP		514	1.00	each
18	Base Bid	FIRE HYDRANT		516	1.00	each
19	Base Bid	(4 INCH) (TAPPING) VALVE AND VALVE BOX		520	1.00	each
20	Base Bid	(6 INCH) (GATE)VALVE AND VALVE BOX		520	4.00	each
21	Base Bid	(6 INCH) (TAPPING) VALVE AND VALVE BOX		520	1.00	each
22	Base Bid	HYDROSTATIC PRESSURE TESTING AND DISINFECTION	5	522	1.00	lump sum
23	Base Bid	STEEL CASING PIPE BY TRENCHING (12 INCH)		528	60.00	linear foot
24	Base Bid	RESTRAINED JOINT (MEGA-LUG SERIES 2004 PV)		529	4.00	each
25	Base Bid	RESTRAINED JOINT (MEGA-LUG SERIES 2006 PV)		529	50.00	each
26	Base Bid	TAPPING SLEEVE (4 INCH x 4 INCH)		532	1.00	each
27	Base Bid	TAPPING SLEEVE (8 INCH x 6 INCH)		532	1.00	each
28	Base Bid	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)		801	1.00	lump sum
29	Base Bid	GPS AS-BUILT SURVEY		801	1.00	lump sum
30	Base Bid	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		802	1.00	lump sum
31	Base Bid	REMOVE AND REPLACE SIDEWALK (ADA RAMP)	4	812	10.00	square yard
32	Base Bid	REMOVE AND REPLACE DRIVEWAY (CONCRETE)		813	99.00	square yard
33	Base Bid	REMOVE AND REPLACE DRIVEWAY (GRAVEL)		813	60.00	square yard
34	Base Bid	SOLID SLAB SODDING		840	3,100.00	square foot

PAY ITEM NOTES:

1 CONTRACTOR SHALL VERIFY EXISTING 2-INCH AND 4-INCH WATERLINE AND CONDITION AND VERIFY DIAMETER AND PROVIDE THE REQUIRED FITTING. TO BE INCLUDED IN THE BID ITEM

2 INCLUDES CORPORATION STOP

3 INCLUDES THE COST OF A COMPLETE SERVICE CONNECTION. COST ALSO INCLUDES 5/8 INCH WATER METER, NEPTUNE MACH 10 ULTRASONIC METER FITTINGS, CONCRETE BOTTOM IN METER CAN, SETTER METER CAN AND TAIL PIECE STUB OUT

4 INCLUDES COST OF ADA TACTILIE DOME

5 THE NEW WATERLINE SHALL BE HYDROSTATIC PRESSURE TESTED BEFORE CONNECTING THE NEW SERVICES

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W Chen, P E
Water Quality Division
Adam Divine
D. Adam Divine, P E
Construction Permitting Section

REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: JANUARY 23RD 2023
DRAWN BY: GIBBS
CHECKED BY: R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

CIVIL

SUMMARY OF PAY QUANTITIES

LICENSED PROFESSIONAL ENGINEER ROBERT DON WILLIAMS 17893 02-07-2023

SHEET NO.
AC01
SHEET 2 OF 12

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GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL "CALL OKIE" AT 811 STATEWIDE OR 1-800-522-6543 OUT OF STATE FOR INFORMATION ON UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
3. UNDERGROUND UTILITY LINES DEPICTED IN THESE DRAWINGS HAVE BEEN DEVELOPED FROM INFORMATION PROVIDED BY THE OWNER AND OTHER SOURCES. NEITHER THE OWNER NOR THE ENGINEER TAKE RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO COMMENCING ANY CONSTRUCTION OR DIGGING OPERATIONS WITHIN THE AREA OF THESE DRAWINGS, A FIELD VERIFICATION AND PHYSICAL EXAMINATION OF THE WORK LIMITS SHALL BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHOULD ASSUME THAT ADDITIONAL UNDERGROUND LINES DO EXIST AND ARE NOT SHOWN ON THESE DRAWINGS. THE LOCATIONS, BOTH HORIZONTAL AND VERTICAL, SHOWN ON THESE DRAWINGS ARE APPROXIMATE. CONTRACTOR SHALL "CALL OKIE" FOR COORDINATION AND ASSISTANCE IN LOCATING UNDERGROUND LINES.
4. CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST ALSO OBTAIN A PERMIT FROM ODEQ (FORM 605-002A) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION. A COPY OF THE EROSION CONTROL PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST. POSSIBLE RUBBLE AND DEBRIS MAY BE ENCOUNTERED DURING EXCAVATION. ALL UNSUITABLE BACKFILL MATERIALS SHALL BE REMOVED AND LEGALLY DISPOSED OF.
6. ALL DEBRIS AND OTHER MATERIALS OF ANY NATURE NOT USED IN THIS CONTRACT MUST BE LEGALLY DISPOSED OF, OFFSITE.
7. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR COMPLETION OF THE PROJECT. ALL SIGNS, BARRICADES, AND CHANNELIZING DEVICES WHICH ARE SHOWN WITH EITHER TYPE "A" OR TYPE "C" LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL PLAN. LANE CLOSINGS SHALL BE COORDINATED WITH THE CITY OF BETHANY. NO ADDITIONAL PAYMENT, INCIDENTAL CONSTRUCTION.
8. THE DENSITY REQUIREMENTS FOR THE PROJECT ARE 90% STANDARD PROCTOR FOR UNPAVED AREAS AND 95% STANDARD PROCTOR FOR PAVED AREAS.
9. CONTRACTOR SHALL FOLLOW OSHA GUIDELINES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, FENCES, AND LANDSCAPING NOT SHOWN TO BE REMOVED AND SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THESE ITEMS UPON COMPLETION OF CONSTRUCTION.
11. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING PIPING, CONDUITS, AND UTILITIES PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE ACCURACY OF ALL MEASUREMENTS BEFORE CONSTRUCTING ANY PERMANENT STRUCTURE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH SURFACE AND SUB-SURFACE CONDITIONS.
14. ALL WORK AND/OR MATERIALS NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE FOR ITEMS WHICH ARE QUALIFIED FOR PAYMENT.
15. ALL WORK SHALL BE DONE IN A NEAT AND ORDERLY FASHION BY SKILLED WORKMEN. ALL WORK WILL REQUIRE INSPECTION TO INSURE ACCEPTABLE CONSTRUCTION.
16. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR STORM WATER PERMIT REGULATIONS AND STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES.
17. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
18. ALL REMOVE AND RESET SIGNS TO BE INCIDENTAL CONSTRUCTION. MINIMUM 6 INCH DIAMETER, 3 FEET DEEP, 3000PSI CONCRETE.
19. ALL ADDITIONAL WORK NOT CLASSIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION.

GENERAL CONSTRUCTION NOTES (ROADWAY)

1. THE CONTRACTOR IS RESPONSIBLE AT NO COST TO THE CITY TO REPAIR ALL DAMAGE TO ROADWAY WITHIN THE PROJECT LIMITS AS SHOWN ON SHEET AC03. THE REPAIR DETAIL IS SHOWN ON SHEET D001.
2. THE PAVEMENT CUT AND PERMANENT REPAIR (ASPHALT) IS INCIDENTAL CONSTRUCTION. THERE IS NO PAY ITEM FOR THIS WORK.

ODEQ NOTES

IN ACCORDANCE WITH OAC 252:626-19-2(B), REMOVE ALL STONES FOUND IN THE TRENCH TO A DEPTH OF AT LEAST 6 INCHES BELOW THE BOTTOM OF THE PIPE

IN ACCORDANCE WITH OAC 252:626-19-2(B), SEPARATION OF WATER MAINS FROM CONTAMINATION SOURCES MUST MEE THE FOLLOWING STANDARDS

HORIZONTAL SEPARATION

MEASURE THE SEPARATION DISTANCE EDGE TO EDGE. LOCATE WATER MAINS A LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SEWER LINES. LOCATE WATER MAINS AT LEAST 5 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED STORM SEWERS, RAW WATER LINES, PETROLEUM PRODUCT LINES, NATURAL GAS LINES, AND OTHER BURIED UTILITY LINES. LOCATED CAST IRON WATERLINES AT LEAST 10 FEET FROM ANY GASOLINE STORAGE TANK AND LINES AND PVC WATER LINES AT LEAST 50 FEET HORIZONTALLY FROM ANY GASOLINE STORAGE TANKS AND LINES. LOCATE WATERLINE AT LEAST 15 FEET FROM ALL PARTS OF SEPTIC TANKS AND ABSORPTION FIELDS OR OTHER SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

VERTICAL SEPARATION

MEASURE THE SEPARATION DISTANCE FROM EDGE TO EDGE. LAY WATERLINE CROSSING SEWER LINES TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 24 INCHES BETWEEN THE WATER MAIN AND THE SEWER LINE. ARRANGE THE PIPING SO THAT JOINTS IN A 20-FOOT LENGTH OF PVC OF 18-FOOT LENGTH OF CAST IRON SEWER PIPE WO;, BE EQUIDISTANCE FROM THE WATER MAIN. WHERE A WATER MAIN CROSSES UNDER A SEWER PROVIDE ADEQUATE STRUCTURAL SUPPORT FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN. MAINTAIN A 2-FOOT VERTICAL SEPARATION BETWEEN WATERLINES AND ANY EXISTING OR PROPOSED STORM SEWERS, RAW WATER LINES, PETROLEUM PRODUCT LINES, NATURAL GAS LINES, AND OTHER BURIED UTILITY LINES.

SPECIAL CONDITION

WHEN IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATION AS STIPULATED IN (1) AND (2) OF THIS SUBSECTION, DESIGN AND CONSTRUCT THE OTHER LINE EQUAL TO WATER PIPE AND PRESSURE TEST IT TO ASSURE WATER TIGHTNESS OF JOINT ADJACENT TO THE WATER LINE PRIOR TO BACKFILLING.

IN ACCORDANCE WITH OAC 252:626-19-3(B)(6), THE LOWEST OUTLET SHALL BE INSTALLED NO LESS THAN 18 INCHES ABOVE THE SURROUNDING GRADE AND THE OPERATION NUT HIGHER THAN 4-FEET ABOVE GRADE.

IN ACCORDANCE WITH OAC 252:626-19-9(E), TEST THE INSTALLED PIPE FOR LEAKAGE IN ACCORDANCE WITH AWWA STANDARD SPECIFICATION. LEAKAGE MUST NOT EXCEED 10 GAL/INCH DIAMETER PER MILE OF PIPE PER 24 HOURS AT 150 PSI TESTING PRESSURE.

IN ACCORDANCE WITH OAC 252:626-19-2(F), DISINFECT ALL WATERLINES ACCORDING TO AWWA STANDARD SPECIFICATIONS. OBTAIN SAFE BACTERIOLOGICAL SAMPLES ON TWO CONSECUTIVE DAYS BEFORE PLACING THE WATERLINE INTO SERVICE.

IN ACCORDANCE WITH OAC 252:626-19-9(J), INSTALL METAL TRACER WIRE ON ALL NON-FERROUS PIPING USED FOR PUBLIC WATER SUPPLY MAINS.

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W. Chen, P.E
Water Quality Division
Adam Divine
D. Adam Divine, P.E.
Construction Permitting Section

REV. NO	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: JANUARY 23RD 2023
DRAWN BY: GIBBS
CHECKED BY: R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

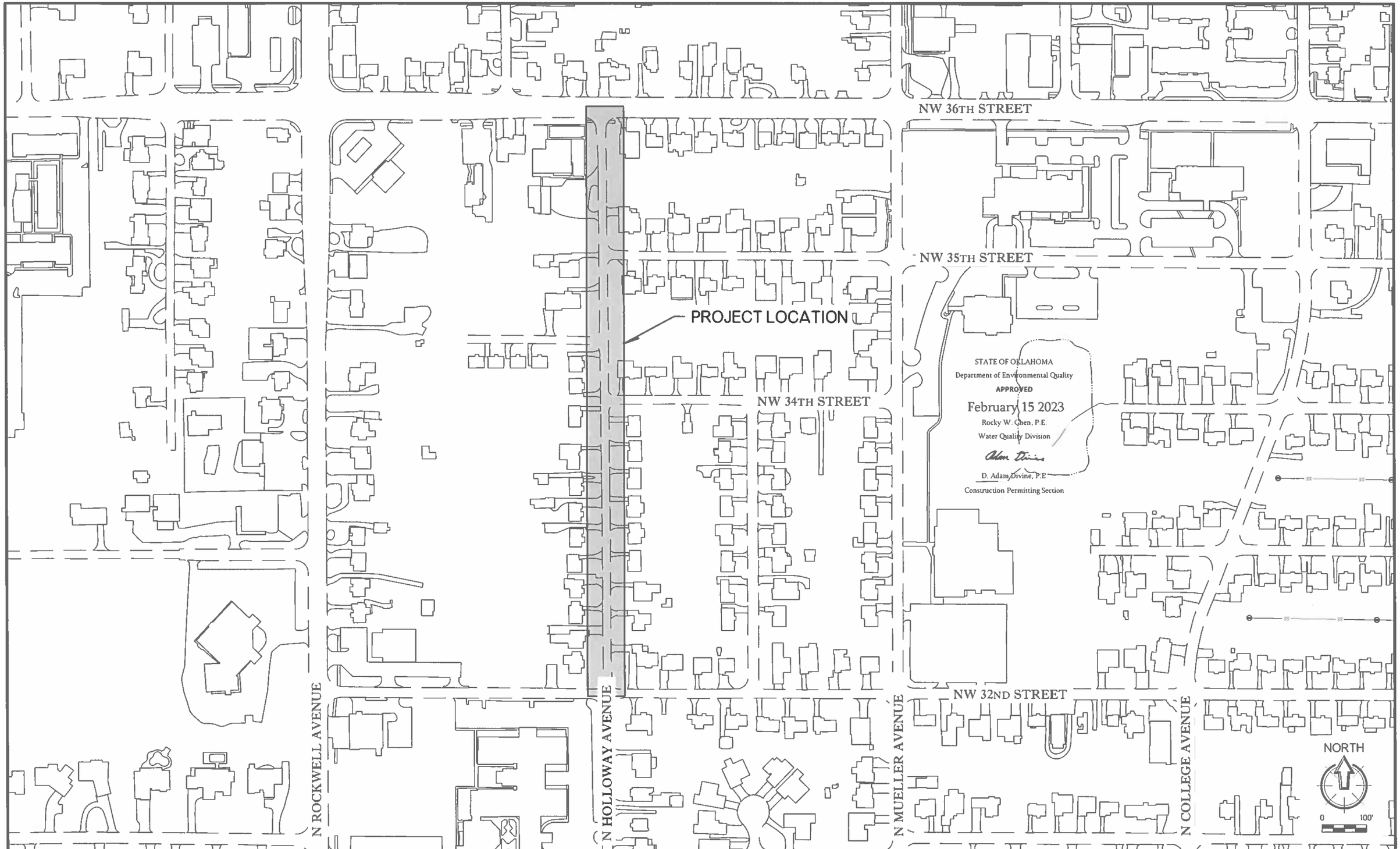
CIVIL

CONSTRUCTION NOTES

LICENSED PROFESSIONAL ENGINEER
BRYCE DON WILLIAMS
17893
02/24/2023

SHEET NO.
AC02
SHEET 3 OF 12

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SCALE: AS SHOWN
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TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

CIVIL

PROJECT LOCATION MAP

LICENSED PROFESSIONAL ENGINEER
ROBERT DON WILLIAMS
17893
2-7-2023

SHEET NO.
AC03
SHEET 4 OF 12

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LINETYPE LEGEND

	EXISTING	PROPOSED
FILTER FABRIC SILT FENCE		SF
EROSION CALLOUTS		
CALLOUTS		
CONTOUR		
CONTOUR		
BUILDING LIMIT		
PERMANENT EASEMENT		
TEMPORARY EASEMENT		
EASEMENT CALLOUTS	OWNER NAME	
PROPERTY LINE		
PROPERTY LOTS		
PROPERTY PIN		
RIGHT OF WAY		
TEMPORARY RIGHT OF WAY		
SECTION LINE		
QUARTER SECTION LINE		
SIXTEENTH SECTION LINE		
PROPERTY SECTION CALLOUTS	SEC-T-N	
PROPERTY SECTION CALLOUTS	SECTION TEXT	
PROPERTY CALLOUTS	PROPERTY OWNERS	
ASPHALT ROAD		
CONCRETE ROAD		
DIRT ROAD		
GRAVEL ROAD		
GROUND LINE		
GROUND LINE CALLOUTS	TEXT	
CROSS SECTION GROUND LINE		
CROSS SECTION GROUND LINE CALLOUTS	TEXT	
ROADWAY STRIPING		
PROPERTY HATCH		
ALIGNMENTS		
CENTER OF EASEMENT ALIGNMENT		
ROADWAY CALLOUTS	STREET NAME	TEXT
SANITARY SEWER-PLAN	SS	US
SANITARY SEWER STRUCTURES		
SANITARY SEWER HATCH		
SANITARY SEWER CALLOUTS		TEXT
STEEL CASING		
STORM SEWER FLOWLINE		
STORM SEWER PIPE		
STORM SEWER STRUCTURES		
STORM SEWER HATCH		
STORM SEWER CALLOUTS		TEXT
BENCHMARK CALLOUTS	TEXT	
GEOTECH BORE		
SURVEY CONTROL		
SURVEY CONTROL CALLOUTS		
MONUMENT		
MONUMENT TEXT	TEXT	
TOPO		
BUILDING		
BUILDING FOOTING		
BUILDING SERVICE		
BUILDING OVERHANG		
BRIDGE		
BREAKLINE		
CABLE BARRIER		

	EXISTING	PROPOSED
CONCRETE PAD		
WATERS EDGE		
BARB WIRE FENCE	X X	X X
CHAINLINK FENCE		
METAL FENCE		
PLASTIC FENCE		
WOOD FENCE		
DITCH FLOWLINE		
GUARDRAIL		
MAJOR CONTOUR		
CONTOUR CALLOUTS	ELEVATION	ELEVATION
MINOR CONTOUR		
RAILROAD		
RETAINING WALL		
TOP OF BANK		
TOE OF SLOPE		
RIPRAP		
SAWCUT		
SIGNAGE		
TOPO CALLOUTS		TEXT
TREES		
TREE OVERHANG		
TREE PROTECTION ZONE		TPZ
SIDEWALK		
CABLE LINE	CATV	
ELECTRIC LIGHTS		
OVERHEAD ELECTRIC		
POWER UNDERGROUND	PUG	PUG
GAS LINE	G	G
OIL PIPELINE	O	
TELEPHONE UNDERGROUND	TUG	TUG
FIBER OPTIC	FO	FO
UTILITY CALLOUTS	TEXT	
ABANDONED WATER LINE	W-ABD	
WATER APPURTENANCES		
FIRELINE	W-FIR	W-FIR
WATER PIPE FITTINGS		
IRRIGATION LINE	W-IRR	W-IRR
WATER PIPE-PLAN	W	W
WATER PIPE-PROFILE		
WATER HATCH		
WATER SERVICE	W-SVC	W-SVC
WATER LINE CALLOUTS		TEXT
TABLE OUTLINE		
TABLE TEXT		TEXT

BLOCK LEGEND

	EXISTING	PROPOSED
BENCHMARK		
BUILDING-ROOF DRAIN	RD	
CONTROL POINT		
ELECTRICAL-AIR CONDITION	A	
ELECTRICAL RISER	E	
ELECTRICAL-TRANSFORMER	E	
FIRE HYDRANT	FH	FH
FIRE CONNECTION	FDC	FDC
FIRE CONNECTION w/STROBE	FDC	FDC
FITTING - CAP		CAP
FITTING - PLUG		PLUG
GAS METER	GM	
GAS VALVE	GV	
GUY ANCHOR		
HIGHWAY INTERSTATE	XX	
HIGHWAY-US	XX	
HIGHWAY-STATE	XX	
LIGHT POLE DOUBLE ARM		
LIGHT LANDSCAPING		
LIGHT POLE SINGLE ARM		
LIGHT POLE-STADIUM		
LIGHT POLE QUAD ARM		
MAILBOX		
MANHOLE-ELECTRICAL	E	
MANHOLE SANITARY SEWER	SS	SS
MANHOLE STORM SEWER	ST	ST

	EXISTING	PROPOSED
MANHOLE-TELEPHONE	T	
MANHOLE-WATER	W	W
POST-FENCE		
POST-GATE		
POST-VENT PIPE	VP	
POST-SQUARE		
POWER POLE-DISTRIBUTION		
POWER POLE-TRANSMISSION		
SEWER CLEANOUT	C.O.	C.O.
SIGNAL-MAST ARM DOUBLE LIGHT		
SIGNAL-MAST ARM TRIPLE LIGHT		
SIGNAL-RAILROAD ARM		
SIGN-SCHOOL		
SIGN-STREET		
TELEPHONE RISER	T	
TREE-CONIFEROUS		
TREE-DECIDUOUS		
TREE-SHRUB		
VALVE AIR VAC/RELEASE		
VALVE BLOWOFF	BV	
VALVE IRRIGATION	IRR	
VERTICAL BEND		45
WATER VALVE	WV	WV
WATER METER	WM	WM
WATER FAUCET	WF	WF
WATER WELL	WELL	

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W Chen P E
Water Quality Division
Adam Divine
D. Adam Divine P E
Construction Permitting Section

HATCH LEGEND

- ROCK RIPRAP
- ROCK BACKFILL
- AGGREGATE BASE
- GRAVEL
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- PAVEMENT REPAIR
- CASING
- STRUCTURES

REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE AS SHOWN
DATE: JANUARY 23RD 2023
DRAWN BY GIBBS
CHECKED BY: R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY
ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

GENERAL
LEGEND

REGISTERED PROFESSIONAL ENGINEER
ROBERT DON WILLIAMS
17593
02/01/2023

SHEET NO.
AC04
SHEET 5 OF 12

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SURVEY CONTROL DATA

1. HORIZONTAL DATUM IS TIED TO OKLAHOMA CITY SURVEY CONTROL MONUMENT # 347 WHICH IS ADJUSTED TO THE OKLAHOMA STATE PLANE NAD 83 (2011) COORDINATE SYSTEM, NORTH ZONE, PER MONUMENT #347 DATA SHEET.

2. BEARINGS:

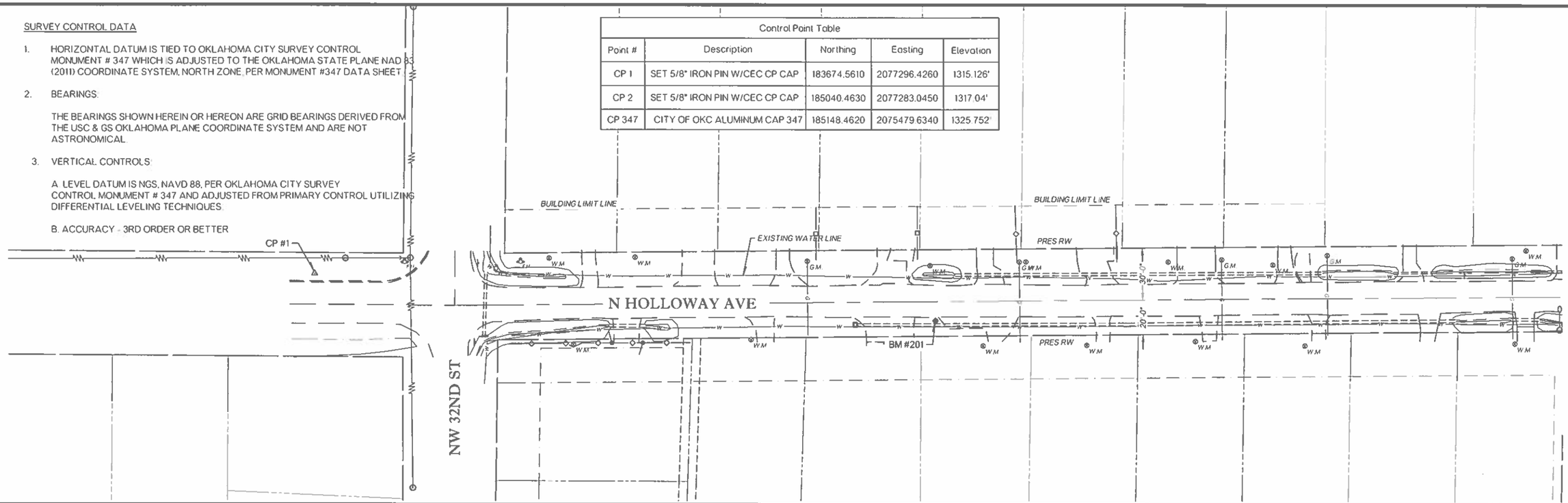
   THE BEARINGS SHOWN HEREIN OR HEREON ARE GRID BEARINGS DERIVED FROM THE USC & GS OKLAHOMA PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL.

3. VERTICAL CONTROLS:

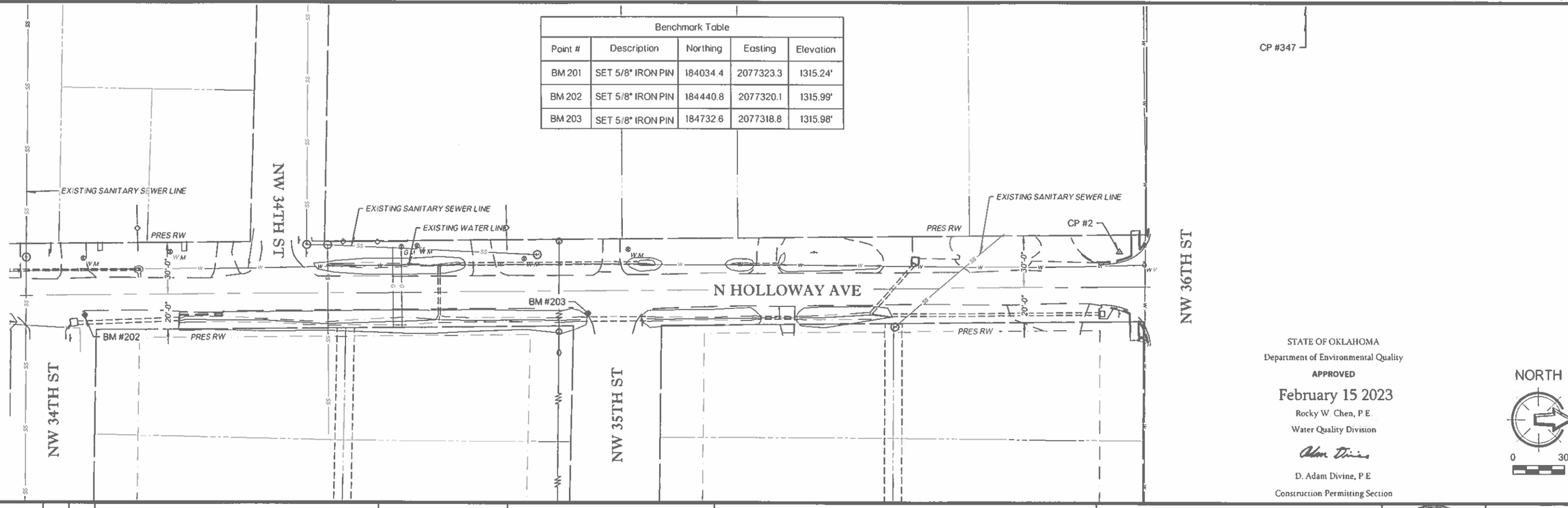
   A. LEVEL DATUM IS NGS, NAVD 88, PER OKLAHOMA CITY SURVEY CONTROL MONUMENT # 347 AND ADJUSTED FROM PRIMARY CONTROL UTILIZING DIFFERENTIAL LEVELING TECHNIQUES.

   B. ACCURACY - 3RD ORDER OR BETTER

Control Point Table				
Point #	Description	Northing	Easting	Elevation
CP 1	SET 5/8" IRON PIN W/CEC CP CAP	183674.5610	2077296.4260	1315.126'
CP 2	SET 5/8" IRON PIN W/CEC CP CAP	185040.4630	2077283.0450	1317.04'
CP 347	CITY OF OKC ALUMINUM CAP 347	185148.4620	2075479.6340	1325.752'



Benchmark Table				
Point #	Description	Northing	Easting	Elevation
BM 201	SET 5/8" IRON PIN	184034.4	2077323.3	1315.24'
BM 202	SET 5/8" IRON PIN	184440.8	2077320.1	1315.99'
BM 203	SET 5/8" IRON PIN	184732.6	2077318.8	1315.98'



STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W. Chen, P.E.
Water Quality Division
D. Adam Divine, P.E.
Construction Permitting Section

NORTH
0 30'

REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: JANUARY 23RD 2023
DRAWN BY: GIBBS
CHECKED BY: R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

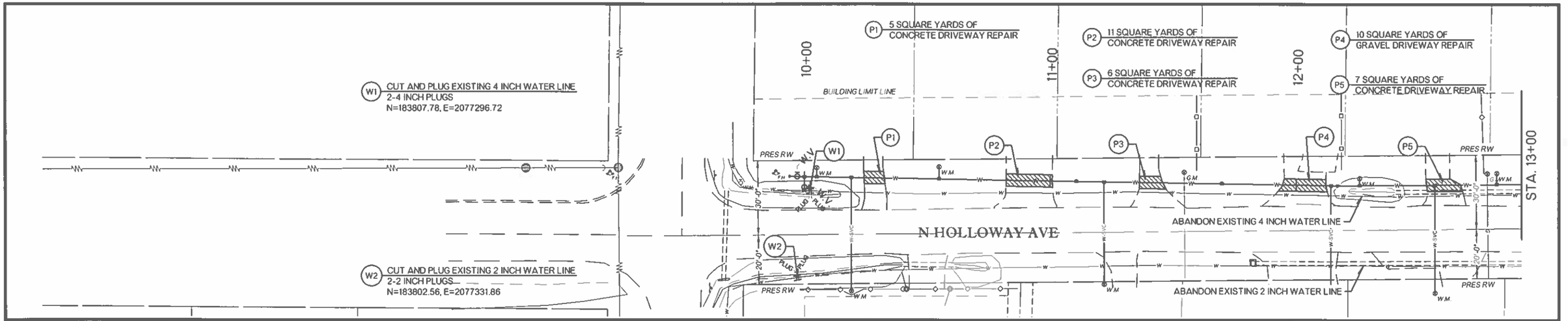
CIVIL

SURVEY DATA

LICENSED PROFESSIONAL ENGINEER ROBERT DON WILLIAMS 17893 OKLAHOMA 02-07-2023

SHEET NO.
C001
SHEET 6 OF 12

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STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W. Chen, P.E.
Water Quality Division
Adam Divine
D. Adam Divine, P.E.
Construction Permitting Section

NORTH
0 20'

REV. NO.	DATE	DRWN	CHKD	REMARKS

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TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

CIVIL

DEMOLITION PLAN

OKLAHOMA LICENSED PROFESSIONAL ENGINEER ROBERT DON WILLIAMS 17893
02-07-2023

SHEET NO.
C002
SHEET 7 OF 12

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1 STA. 10+00.00 (5.66 Rt)
1-TAPPING SLEEVE (4 INCH X 4 INCH)
1-(4 INCH) (TAPPING) VALVE AND BOX
1-(4 INCH) TAP
1-(6 INCH X 4 INCH) REDUCER, M.J.
2-MEGALUG SERIES 2004PV
1-MEGALUG SERIES 2006PV
N=183805.36, E=2077296.65
℄=1308.94

2 STA. 10+00.00
1-6 INCH X 6 INCH TEE, M.J.
1-(6 INCH)(GATE) VALVE AND BOX
1-6 INCH PUG, M.J.
7-MEGALUG SERIES 2006PV
N=183805.45, E=2077290.99
℄=1309.24

3 STA. 10+05.01
1-SINGLE SHORT SERVICE (1 INCH)
N=183810.46, E=2077291.07
℄=1309.24

4 STA. 10+19.07
1-SINGLE LONG SERVICE (1 INCH)
N=183824.52, E=2077291.30
℄=1309.21

5 STA. 10+54.69
1-SINGLE SHORT SERVICE (1 INCH)
N=183860.14, E=2077291.88
℄=1309.14

6 STA. 11+10.60
1-SINGLE SHORT SERVICE (1 INCH)
N=183916.04, E=2077292.80
℄=1309.04

7 STA. 11+21.87
1-SINGLE LONG SERVICE (1 INCH)
N=183927.30, E=2077292.98
℄=1309.02

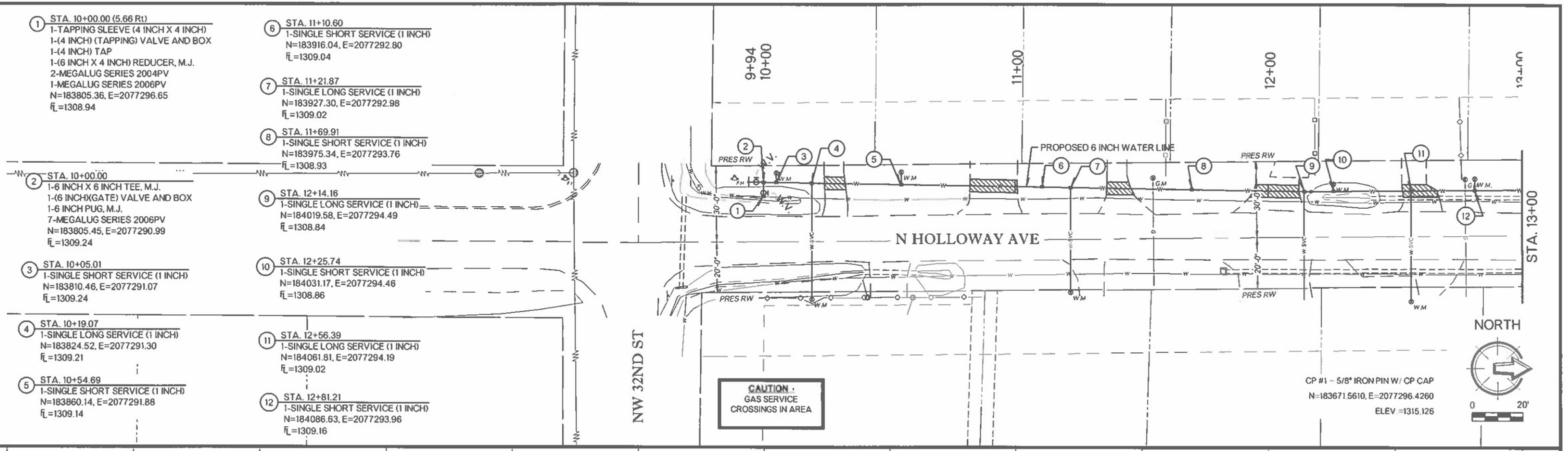
8 STA. 11+69.91
1-SINGLE SHORT SERVICE (1 INCH)
N=183975.34, E=2077293.76
℄=1308.93

9 STA. 12+14.16
1-SINGLE LONG SERVICE (1 INCH)
N=184019.58, E=2077294.49
℄=1308.84

10 STA. 12+25.74
1-SINGLE SHORT SERVICE (1 INCH)
N=184031.17, E=2077294.46
℄=1308.86

11 STA. 12+56.39
1-SINGLE LONG SERVICE (1 INCH)
N=184061.81, E=2077294.19
℄=1309.02

12 STA. 12+81.21
1-SINGLE SHORT SERVICE (1 INCH)
N=184086.63, E=2077293.96
℄=1309.16





STATE OF OKLAHOMA
Department of Environmental Quality
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D. Adam Divine, P.E.
Construction Permitting Section

REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: JANUARY 23RD 2023
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CHECKED BY: R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

CIVIL

PROPOSED 6-INCH WATER LINE
PLAN AND PROFILE

OKLAHOMA REGISTERED PROFESSIONAL ENGINEER
ROBERT DON WILLIAMS
17893
02-09-2023

SHEET NO.
C003
SHEET 8 OF 12

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13 STA. 13+16.52
1-SINGLE LONG SERVICE (1 INCH)
N=184121.94, E=2077293.65
FL=1309.35

14 STA. 13+63.47
1-SINGLE SHORT SERVICE (1 INCH)
N=184168.89, E=2077293.22
FL=1309.61

20 STA. 15+63.45
1-SINGLE LONG SERVICE (1 INCH)
N=184368.86, E=2077291.43
FL=1310.69

21 STA. 15+69.99
1-SINGLE SHORT SERVICE (1 INCH)
N=184375.40, E=2077291.37
FL=1310.73

26 STA. 16+19.02
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184424.43, E=2077290.93
FL=1311.56

27 STA. 16+34.46
1-SINGLE SHORT SERVICE (1 INCH)
N=184439.86, E=2077290.79
FL=1311.55

32 STA. 17+33.46
CONNECT EXISTING 2 INCH WATER LINE
1-6 INCH X 2 INCH TAPPING SADDLE
2-2 INCH X 45 DEGREE BEND
1-2 INCH SOLID SLEEVE
1-2 INCH PLUG
20 LINEAR FOOT OF 2 INCH WATER LINE
N=184538.87, E=2077289.90
FL=1311.55

STA. 13+00 | 14+00 | 15+00 | 16+00 | 17+00 | 18+00 | STA. 19+00

PRES RW | PROPOSED 6 INCH WATER LINE | PRES RW | PRES RW

N HOLLOWAY AVE

NW 34TH ST | NW 34TH ST

15 STA. 13+79.27
1-SINGLE LONG SERVICE (1 INCH)
N=184184.68, E=2077293.08
FL=1309.69

16 STA. 14+23.95
1-SINGLE SHORT SERVICE (1 INCH)
N=184229.37, E=2077292.68
FL=1309.93

22 STA. 15+84.46
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184389.87, E=2077291.24
FL=1310.80

23 STA. 15+86.43
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184391.84, E=2077291.22
FL=1308.96

28 STA. 16+44.51
1-6 INCH X 6 INCH TEE, M.J.
1-(6 INCH) (GATE) VALVE AND BOX
1-6 INCH PLUG, M.J.
7-MEGALUG SERIES 2006PV
N=184449.91, E=2077290.70
FL=1311.55

29 STA 16+54.43
1-(6 INCH) (GATE) VALVE AND BOX
2-MEGALUG SERIES 2006PV
N=184459.84, E=2077290.61
FL=1310.97

CAUTION -
GAS SERVICE
CROSSINGS IN AREA

35 20 LINEAR FOOT OF 12 INCH
STEEL CASING PIPE BY TRENCHING
BEGIN STA. 17+86.11
END STA. 17+66.12

36 STA. 17+90.68
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SEREIS 2006PV
N=184596.07, E=2077290.21
FL=1307.98

NORTH

CP #1 ~ 5/8" IRON PIN W/ CP CAP
N=183671.5610, E=2077296.4260
ELEV.=1315.126

0 20'

17 STA. 14+42.49
1-SINGLE LONG SERVICE (1 INCH)
N=184247.90, E=2077292.51
FL=1310.03

18 STA. 14+85.33
1-SINGLE SHORT SERVICE (1 INCH)
N=184290.74, E=2077292.13
FL=1310.27

19 STA. 15+21.13
1-SINGLE LONG SERVICE (1 INCH)
N=184326.54, E=2077291.81
FL=1310.46

24 20 LINEAR FOOT OF 12 INCH
STEEL CASING PIPE BY TRENCHING
BEGIN STA. 16+11.37
END STA. 15+91.43

25 STA. 16+16.09
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184421.50, E=2077290.95
FL=1308.95

30 STA. 16+59.43
1-6 INCH X 6 INCH TEE, M.J.
1-(6 INCH) (GATE) VALVE AND BOX
1-FIRE HYDRANT
5 LINEAR FOOT OF 6 INCH WATER LINE
6-MEGALUG SERIES 2006PV
N=184464.84, E=2077290.56
FL=1311.55

31 STA. 16+84.76
1-SINGLE SHORT SERVICE (1 INCH)
N=184490.17, E=2077290.34
FL=1311.55

33 STA. 17+58.50
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184563.91, E=2077289.67
FL=1311.55

34 STA. 17+62.13
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184567.53, E=2077289.64
FL=1307.96

37 STA. 17+92.90
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184598.29, E=2077290.31
FL=1310.13

38 STA. 18+27.88
1-SINGLE LONG SERVICE (1 INCH)
N=184633.22, E=2077291.94
FL=1309.93

39 STA. 18+90.11
1-SINGLE SHORT SERVICE (1 INCH)
N=184695.39, E=2077294.85
FL=1309.58

STATE OF OKLAHOMA
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D. Adam Divine, P.E.
Construction Permitting Section

EXISTING ℄ PROFILE
EXISTING 18 INCH RCP
EXISTING 12 INCH RCP
4 FOOT MIN COVER
EXISTING 12 INCH RCP
EXISTING 8 INCH PVC
2 FOOT MIN COVER
EXISTING 8 INCH PVC SANITARY SEWER
2 FOOT MIN COVER
EXISTING 15 INCH RCP
EXISTING 15 INCH RCP

1320 | 1315 | 1310 | 1305 | 1303

EXIST ℄ =1314.95 PROP. FL=1309.26
EXIST ℄ =1315.19 PROP. FL=1309.53
EXIST ℄ =1314.25 PROP. FL=1309.80
EXIST ℄ =1315.38 PROP. FL=1310.07
EXIST ℄ =1315.79 PROP. FL=1310.35
EXIST ℄ =1315.29 PROP. FL=1310.62
EXIST ℄ =1316.44 PROP. FL=1308.96
EXIST ℄ =1316.18 PROP. FL=1311.55
EXIST ℄ =1316.03 PROP. FL=1311.55
EXIST ℄ =1316.09 PROP. FL=1311.55
EXIST ℄ =1316.16 PROP. FL=1310.08
EXIST ℄ =1315.11 PROP. FL=1309.80
EXIST ℄ =1314.73 PROP. FL=1309.62

13+00 | 14+00 | 15+00 | 16+00 | 17+00 | 18+00 | 19+00

REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: JANUARY 23RD 2023
DRAWN BY: GIBBS
CHECKED BY: R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

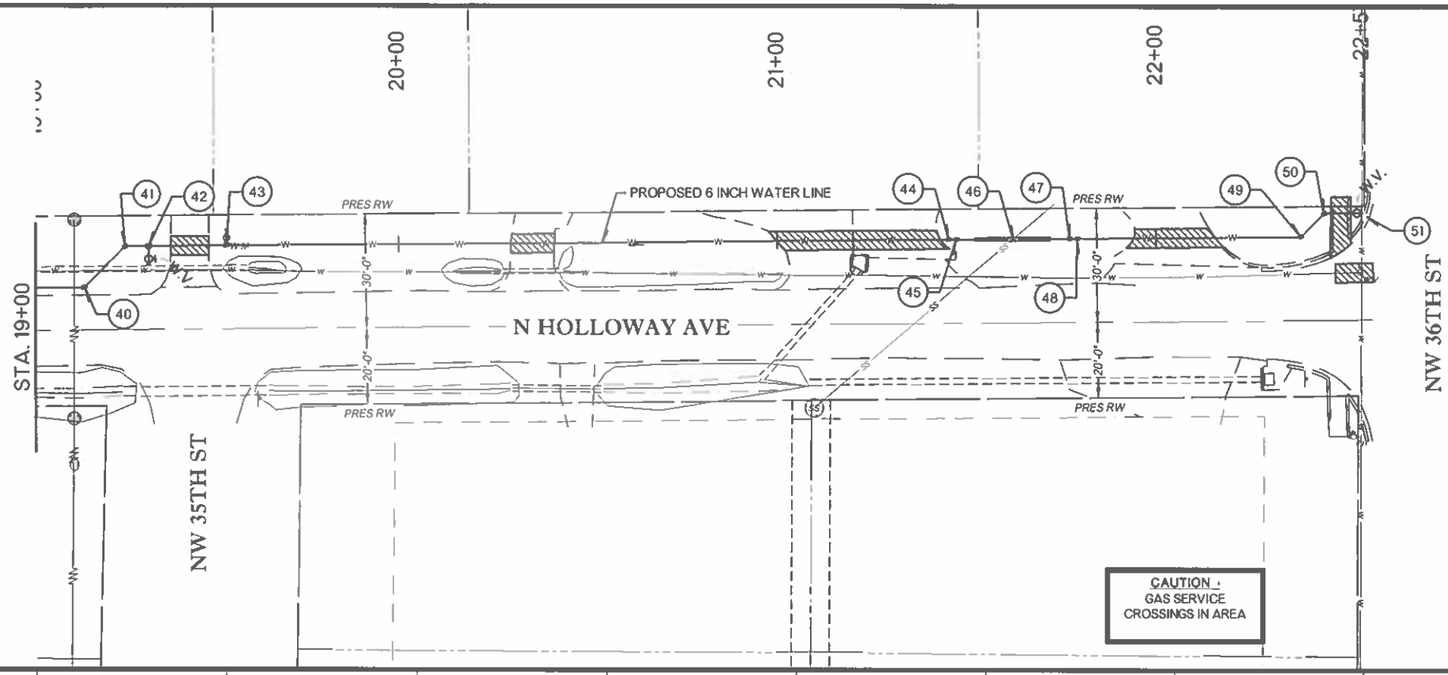
CIVIL

PROPOSED 6-INCH WATER LINE
PLAN AND PROFILE

REGISTERED PROFESSIONAL ENGINEER
ROBERT DON WILLIAMS
17893
02-23-2023

SHEET NO.
C004
SHEET 9 OF 12

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40 STA. 19+12.92
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184718.19, E=2077295.07
FL=1310.00

41 STA. 19+28.24
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184728.93, E=2077284.14
FL=1310.45

42 STA. 19+34.41
1-6 INCH X 6 INCH TEE, M.J.
1-(6 INCH) (GATE) VALVE AND BOX
1-6 INCH PLUG, M.J.
7-MEGALUG SERIES 2006PV
N=184735.09, E=2077284.08
FL=1310.47

43 STA. 19+54.96
1-SINGLE SHORT SERVICE (1 INCH)
N=184755.64, E=2077283.90
FL=1310.55

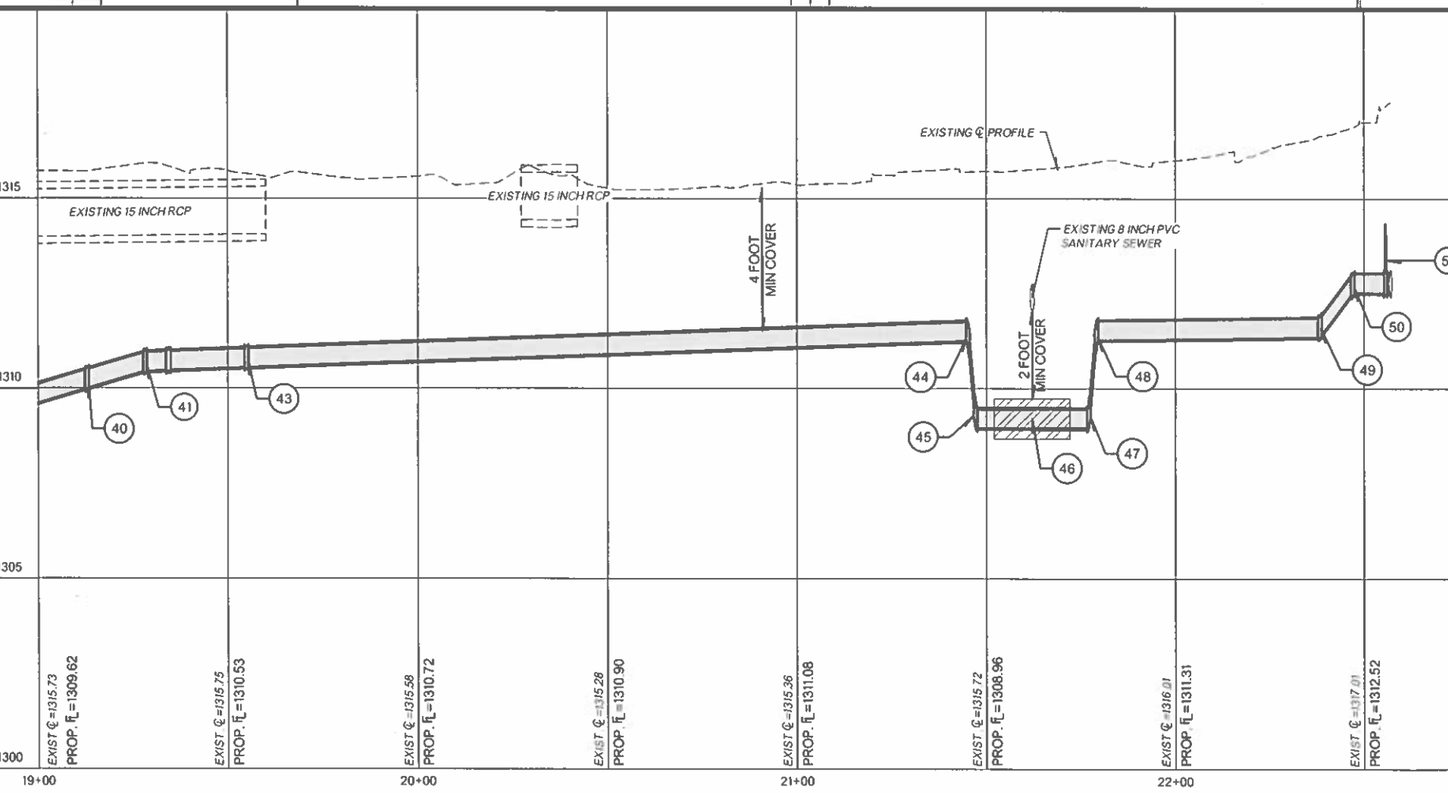
44 STA. 21+45.26
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184945.94, E=2077282.19
FL=1311.25

45 STA. 21+47.23
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184947.90, E=2077282.17
FL=1308.97

STATE OF OKLAHOMA
Department of Environmental Quality
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February 15 2023
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Water Quality Division
D. Adam Divine, P.E.
Construction Permitting Section

NORTH
0 20'

CP #1 - 5/8" IRON PIN W/ CP CAP
N=183671.5610, E=2077296.4260
ELEV.=1315.126



46 20 LINEAR FOOT OF 12 INCH
STEEL CASING PIPE BY TRENCHING
BEGIN STA. 21+72.14
END STA. 21+52.14

47 STA. 21+77.12
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184977.80, E=2077281.90
FL=1308.98

48 STA. 21+79.17
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=184979.84, E=2077281.88
FL=1311.27

49 STA. 22+38.46
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=185039.13, E=2077281.35
FL=1311.36

50 STA. 22+47.15
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=185045.22, E=2077275.15
FL=1312.52

51 STA 22+55.84
1-TAPPING SLEEVE (8 INCH X 6 INCH)
1-(6 INCH) (TAPPING) VALVE AND BOX
1-(6 INCH) TAP
1-MEGALUG SERIES 2006PV
N=185053.91, E=2077275.07
FL=1311.94

REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
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TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

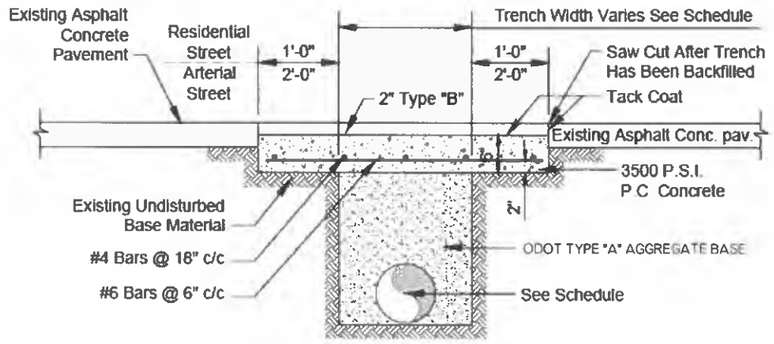
CIVIL

PROPOSED 6-INCH WATER LINE
PLAN AND PROFILE

LICENSED PROFESSIONAL ENGINEER
ROBERT DON WILLIAMS
17893
02-01-2023

SHEET NO.
C005
SHEET 10 OF 12

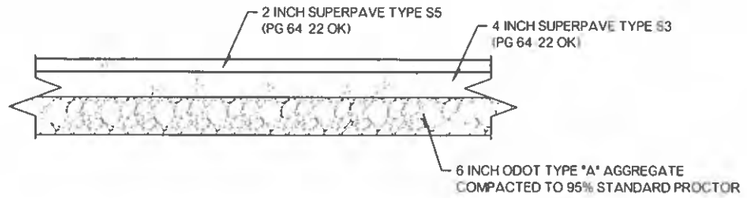
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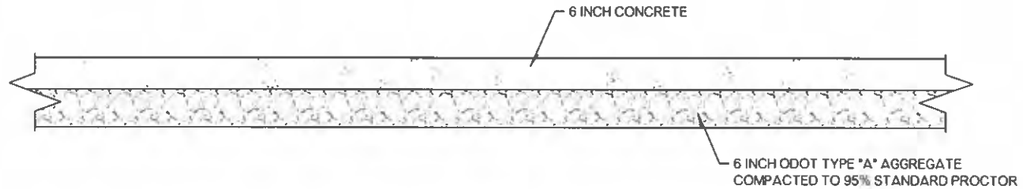
NOTES. All construction and materials shall be in accordance with Oklahoma City's Standard Specification or Pavements and Appurtenances.

TRENCH WIDTH SCHEDULE					
PIPE SIZE I.D.	12" & LESS	15" TO 21"	24" TO 30"	33" TO 54"	60" & OVER
TRENCH WIDTH (W/O SHORING)	24"	O.D. + 12"	O D + 18"	O D + 15"	O D + 15"
TRENCH WIDTH (W SHORING)	36"	O.D. + 24"	O D + 30"	O D + 30"	O D + 36"

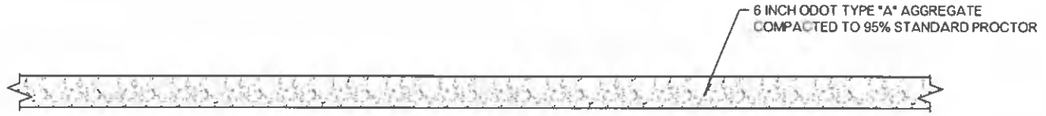
PAVEMENT CUT AND PERMANENT REPAIR (ASPHALT) DETAIL
(INCIDENTAL CONSTRUCTION)
N.T.S.



ROADWAY REPAIR DETAIL
DAMAGED DUE TO CONSTRUCTION
N T S



CONCRETE DRIVEWAY REPAIR DETAIL
N T S



GRAVEL DRIVEWAY REPAIR DETAIL
N T S

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W Chen, P E
Water Quality Division
D Adam Divine, P E
Construction Permitting Section

REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE AS SHOWN
DATE JANUARY 23RD 2023
DRAWN BY GIBBS
CHECKED BY R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY
ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

CIVIL
MISCELLANEOUS DETAILS

DON WILLIAMS 17893 02-02-2023

SHEET NO
D001
SHEET 11 OF 12

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EROSION AND SEDIMENT CONTROLS

SITE DESCRIPTION

PROJECT LIMITS: N HOLLOWAY AVENUE BETWEEN NW 36th STREET AND NW 32ND STREET

PROJECT DESCRIPTION: CONSTRUCTION OF NEW 6 INCH WATER LINE

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

INSTALL EROSION CONTROL DEVICES
CONSTRUCTION PROJECT
REMOVE EROSION CONTROL DEVEICES
CLEAN PROJECT SITE

TOTAL AREA TO BE DISTURBED: 0.30 ACRES

WEIGHTED RUNOFF COEFFICIENT: 0.90

NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY OF NORTH CANADIAN RIVER

SOIL STABILIZATION PRACTICES:

- ___ TEMPORARY SEEDING
- X PERMANENT SODDING, SPRIGGING OR SEEDING
- ___ VEGETATIVE MULCHING
- ___ SOIL RETENTION BLANKET
- ___ PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONST. ACTIVITIES HAVE CEASED FOR OVER 21 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- ___ TEMPORARY BRUSH SEDIMENT BARRIERS
- X TEMPORARY SILT FENCE
- ___ TEMPORARY SILT DIKES
- ___ TEMPORARY BALE BARRIERS
- ___ DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- ___ DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- ___ SANDBAG BERMS
- ___ ROCK FILTER DAMS (STONE DAM)
- ___ TEMPORARY SLOPE DRAIN
- ___ PAVED DITCH ☐ DITCH LINER PROTECTION
- ___ TEMPORARY DIVERSION CHANNELS
- ___ RIP RAP
- ___ TEMPORARY STREAM CROSSINGS
- ___ TEMPORARY SEDIMENT BASINS
- ___ TEMPORARY SEDIMENT TRAPS
- ___ TEMPORARY SEDIMENT FILTERS
- ___ TEMPORARY SEDIMENT REMOVAL
- ___ INLET SEDIMENT FILTER
- ___ STABILIZED CONSTRUCTION EXIT
- ___ ROCK BAG SILT FENCE

OFFSITE VEHICLE TRACKING:

- X HAUL ROADS DAMPENED FOR DUST CONTROL
- ___ LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- X EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES (AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE). POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORMWATER POLLUTION PREVENTION PLAN (SW3P) IS REQUIRED TO BE SUBMITTED BY THE CONTRACTOR TO CITY STORMWATER DEPT. AND COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS DEVELOPED, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORMS THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE BASIC GOAL OF STORMWATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORMWATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORMWATER POLLUTION.

IN ADDITION:

"EPA - FINAL NPDES GENERAL PERMITS FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITES; NOTES FEDERAL REGISTER", MONDAY, JULY 6, 1998 - VOLUME 60, NUMBER 128

"ODEQ - GENERAL PERMIT (OKR10) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ - WATER QUALITY DIVISION, OCTOBER 18, 2017.

CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUALS TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST OBTAIN A PERMIT FROM ODEQ (FORM 606-002o) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. THIS MEANS THAT LAND DISTURBANCE OF ONE (1) ACRE OR MORE MUST PERMIT WITH ODEQ AND THE CITY OF BETHANY, STORM WATER QUALITY.

A COPY OF THE EROSION CONTROL SITE PLAN MUST ALWAYS BE ON SITE AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMGED DUE TO CONSTRUCTION.

REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: JANUARY 23RD 2023
DRAWN BY: GIBBS
CHECKED BY: R. WILLIAMS

TEIM DESIGN

THE CITY OF BETHANY

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

GENERAL

STORMWATER POLLUTION PREVENTION PLAN

LICENSED PROFESSIONAL ENGINEER ROBERT DON WILLIAMS 17893 OKLAHOMA
02-07-2023

SHEET NO.
ER01
SHEET 12 OF 12

W:\ET424-01\Sheet-General.dwg, 2/7/2023 11:45:58 AM, gibbs

STORM WATER MANAGEMENT
EROSION AND SEDIMENT CONTROL NOTES

GENERAL NOTES

The following are requirements to be followed by the Contractor during all phases of the project. Please note that this construction will be accomplished under the provisions of the National Pollutant Discharge Elimination System (NPDES) of the U.S. Environmental Protection Agency (EPA). A Storm Water Pollution Prevention Plan (SWP3) must be prepared for this project in conformance with EPA regulations (Code of Federal Regulations (CFR) 40, Part 122) and Oklahoma Department of Environmental Quality (ODEQ) General Permit (OKR-10). The Contractor will be responsible for compliance with the OPDES permit and the SWP3, as well as with all provisions of the plans and specifications. It will also be the Contractor's responsibility to prevent soil or sediment loss from the construction site. The Contractor shall not leave the site until all erosion control, sediment control, and storm water management practices are in place; have been inspected and found satisfactory; and all temporary practices have been properly removed.

STORM WATER MANAGEMENT

The project must be designed to provide positive post-construction control of storm water runoff from the site [using gutters, curbs, inlets, piping, and outlets to the receiving stream]. The erosion and sediment control measures discussed below will also provide some temporary storm water controls. During the course of construction, the contractor will install and maintain storm water controls in the sequence specified herein to provide comprehensive management of storm water for a project of this nature.

EROSION AND SEDIMENT CONTROL

The project must be designed to minimize adverse off-site effects of soil erosion and resulting sediment loss through the use of proper construction techniques; and by installing both temporary and permanent management practices. All soil-disturbing activities performed by the Contractor will be accomplished in such manner as to prevent loss of sediment from the construction site during rainfall events. To accomplish this, the following specific steps will be taken during construction:

1 Immediately after mobilization but prior to initiation any soil-disturbing activities, the Contractor will install all specified perimeter controls on the site. These practices have been designed to trap all sediment produced during soil-disturbing activities, and to prevent off-site damage. It is recognized that some site preparation may be required to properly install these practices.

2 The recommended sequence for the installation and removal of erosion and sediment control measures is as follows:
perimeter control measures (silt barriers and fencing) installed at designated areas; cleaning of street during construction; site grading (including temporary slope stabilization) as needed; installation of utilities; building construction; paving; final grading; installation of sod or vegetative materials; building construction; paving; final grading; installation of sod or vegetative materials; removal of temporary practices and perimeter controls; and site cleanup.

3 During all soil-disturbing activities, the Contractor will take appropriate steps using accepted construction methods to minimize exposure of unprotected soil and other construction materials to rainfall. Particular care must be exercised when dealing with topsoil stockpiles, fill material, or soil on slopes. The Contractor will maintain a date log of all soil disturbance activities or major grading operations, and of all management practice or control measure installations.

4 If, during the course of construction, any area of soil (including stockpiles) remains exposed for more than fourteen calendar days without suitable erosion control, then temporary stabilization measures should be installed unless soil-disturbing activities are planned on such areas within an additional seven calendar days. Suitable temporary stabilization measures are perimeter controls and silt barriers (such as rock bags, sand bags, and silt fencing) along all side-slope and down-slope borders of the disturbed area. Note that perimeter controls alone may not be successful; movement of large amounts of sediment produced by heavy rain on exposed soil could overwhelm such measures.

5 At the Contractor's discretion, additional temporary erosion control practices (such as rock bags, sand bag barriers, and silt fences) may be installed along any down-slope of side-slope perimeter of a soil-disturbed area to prevent sediment movement. Anchored erosion control matting, mulches, or other acceptable methods may also be installed to stabilize any unprotected slopes during construction, and hold them to the appropriate grade.

As site conditions warrant, the Contractor may also choose to modify the type or arrangement of specified practices to improve their effectiveness. As with any other project changes, the Contractor must present all proposed modifications to the Project Engineer for approval prior to installation.

6 The Contractor will inspect all specified practices at least once every fourteen calendar days, and after all rainfall events to insure that each specified practice remains intact. Any damage noted during such inspections shall be repaired promptly to restore the practice to original specifications. The Contractor will be responsible for maintenance of all erosion and sediment control practices as specified in the plans, i including periodic regrading, and final grading after removal of all such practices.

7 When water is used for dust control or to promote vegetation, the Contractor will prevent the escape of this water and any sediment it may carry from the construction site.

8 Care must be exercised to prevent excessive off-site tracking of mud or sediment by construction vehicles. In addition to the specified gravel entrance, properly graveled transition areas should be established at all temporary site exits to assist in mud removal from departing vehicles. The Contractor shall be responsible for cleaning the street daily, or as directed by the City, when mud is tracked onto the street from the construction site.

9 During the site cleanup prior to the possession date, each temporary practice will be completely removed and the area finished to the appropriate post-project condition. This involves final grading, and installation of sod or grass seed on all bare soil areas. A minimum vegetation density of seventy percent, or an equivalent sediment stabilization measure (geotextiles, mulches, or gabions), is required until vegetation is established.

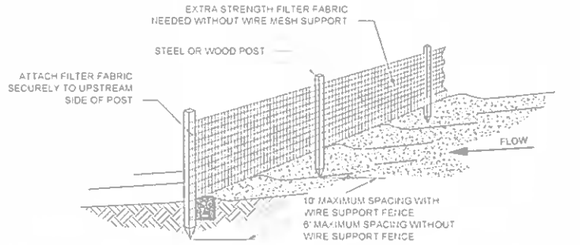
The City of Oklahoma City
Public Works Department
Engineering Division

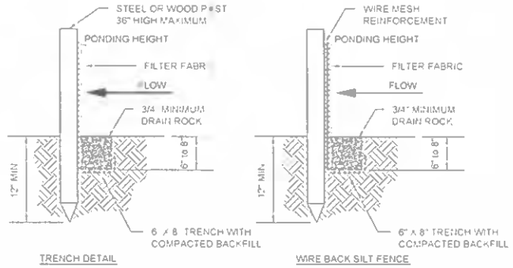
APPROVED BY: ERIC J. WENGER, P.E. CITY ENGINEER — DATE: 01-29-13
DRAWN: VSC — DATE: 01-29-13

STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES

Drawing Number
D-010

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TRENCH DETAIL — WIRE BACK SILT FENCE

NOTES

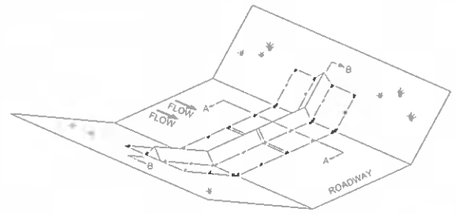
1 MUST BE INSTALLED PROPERLY TO AVOID NOTICE OF VIOLATION

2 SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE POUNDING EFFICIENCY

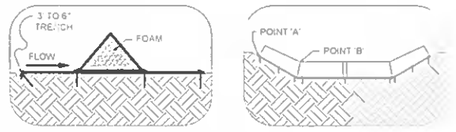
3 INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. ACCUMULATED SEDIMENT SHOULD BE REMOVED FROM THE FENCE BASE WHEN THE SEDIMENT REACHES ONE-THIRD TO ONE-HALF THE FENCE HEIGHT.

4 REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED

SILT FENCE



SILT DAM UNIT
CUT SECTION



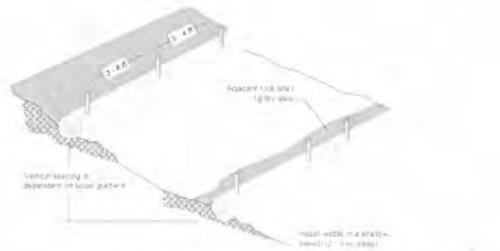
DETAIL A--A — DETAIL B--B

NOTES

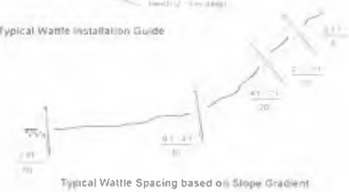
1 STAPLES SHALL BE PLACED WHERE THE UNITS OVERLAP AND IN THE CENTERS OF THE 7' UNIT AS SHOWN IN DETAILS

2 POINT 'A' MUST BE HIGHER THAN POINT 'B' TO ENSURE THAT THE WATER FLOWS OVER THE DAM AND NOT AROUND THE ENDS

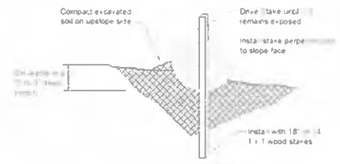
TRIANGULAR SILT DIKES



Typical Wattle Installation Guide



Typical Wattle Spacing based on Slope Gradient

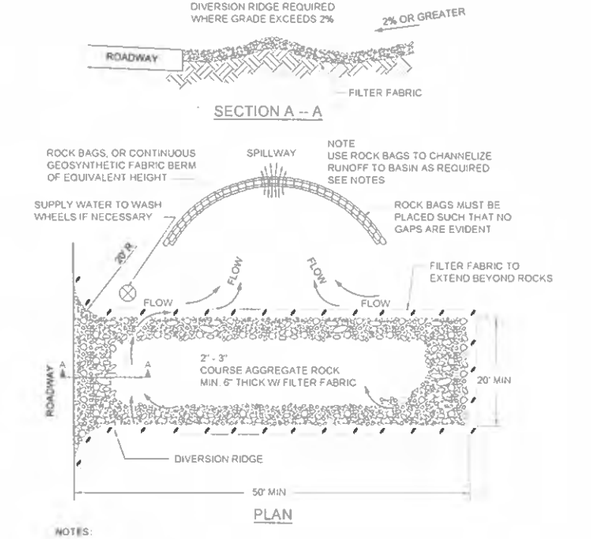


Enrichment Detail

NOTES

1 Begin at the location where the wattle is to be installed by excavating a 2 - 3" deep x 9" wide trench along the contour of the slope. Excavated soil should be placed up-slope from the anchor trench.
2 Place the wattle in the trench so that it contours to the soil surface. Compact the soil from the excavated trench against the wattle on the uphill side. Adjacent wattles should tightly abut.
3 Secure the wattle with 18 - 24" stakes every 3 - 4'. With a stake on each end. Stakes should be driven through the middle of the wattles leaving at least e 3" of stake extending above, the wattle stakes should be driven perpendicular to slope face.

STRAW WATTLE INSTALLATION



SECTION A -- A

PLAN

NOTES:

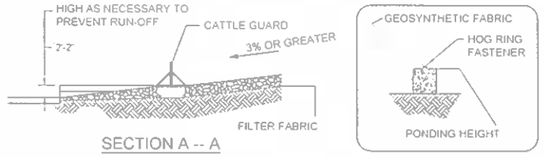
1 THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT

2 WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY

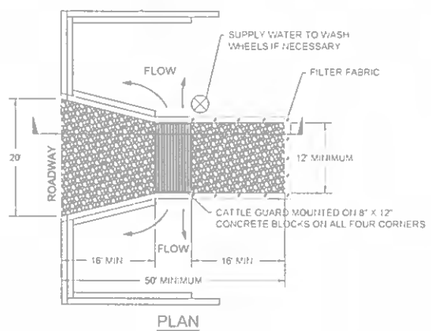
3 WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN

4 BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT.

TEMPORARY ROCK CONSTRUCTION ENTERANCE / EXIT



SECTION A -- A



PLAN

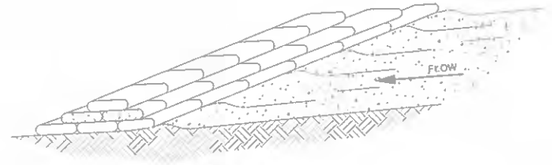
NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE A MOUNTED CATTLE GUARD AND SEDIMENT PONDS TO TRAP SEDIMENT

2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

3 WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON THE CATTLE GUARD. FIRST WASH ONE SET OF TIRES THEN, MOVE FORWARD TO WASH THE SECOND SET OF TIRES. THE GUARD IS TO BE MOUNTED ON 8" X 12" CEMENT BLOCK ON AN AREA OF STABILIZED CRUSHED STONE WITH A DRAIN INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN ON BOTH SIDES.

TEMPORARY ROCK CONSTRUCTION ENTERANCE / EXIT - STEEP GRADES



SANDBAG BARRIER



ROCK BAG DETAIL

NOTES

1 A REASONABLE DESIGN SIZE PARTICLE MUST BE SELECTED

2 SIZE DISTRIBUTION OR UPSTREAM SOIL PARTICLES MUST BE EVALUATED

3 INFLOW AND OUTFLOW FROM THE SYSTEM FOR A SPECIFIC FREQUENCY STORM MUST BE KNOWN

4 POND VOLUME IS DIRECTLY PROPORTIONAL TO THE DISCHARGE RATE OF THE SYSTEM

5 POND VOLUME IS INVERSELY PROPORTIONAL TO THE MASS OF THE DESIGN SIZE SUSPENDED PARTICLE

6 A SYSTEM MUST PROVIDE SUFFICIENT FLOW TO ALLOW FOR DEPOSITION OF DESIGN PARTICLES

7 THE PONDING HEIGHT MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE

8 ROCK BAG SILT BARRIER SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE POUNDING EFFICIENCY

9 PLACE ROCK BAG SUCH THAT NO GAPS ARE EVIDENT

10 INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT

11 REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED

ROCK BAG SILT FENCE

The City of Oklahoma City
Public Works Department
Engineering Division

APPROVED BY
ERIC J WENGER P.E
CITY ENGINEER
DATE 03-28-13

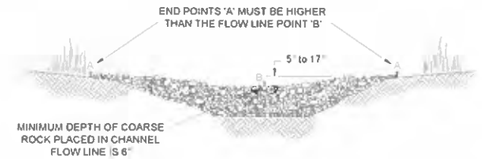
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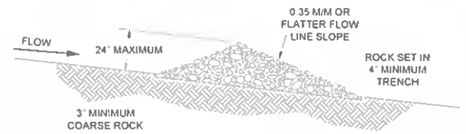
STORM WATER QUALITY
EROSION CONTROL DRAWINGS

Drawing Number
ERO-D1

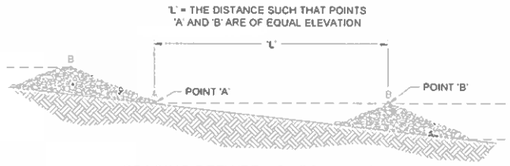
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VIEW LOOKING UPSTREAM



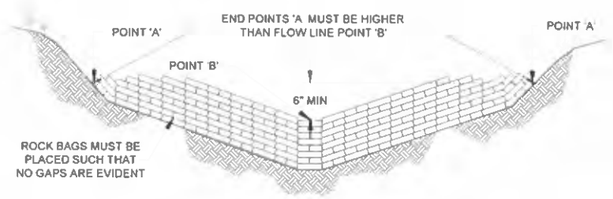
SIDE VIEW



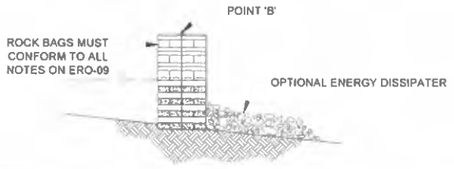
SPACING BETWEEN CHECK DAMS

D-50 OF ROCK (MM)	DOWNSTREAM FLOWLINE SLOPE OF STRUCTURE (M / M) 0 35	0 30	0 25	0 20	0 15	0 10 MAXIMUM WATER DEPTH OVER ROCK (MM)	
75	15	18	20	25	33	48	
150	30	36	41	50	66	100	

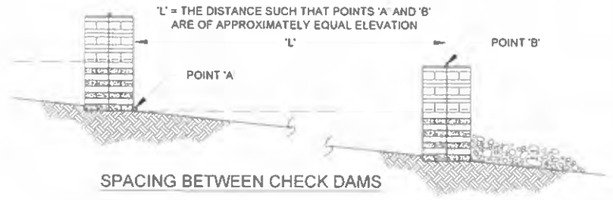
ROCK CHECK DAMS



VIEW LOOKING UPSTREAM

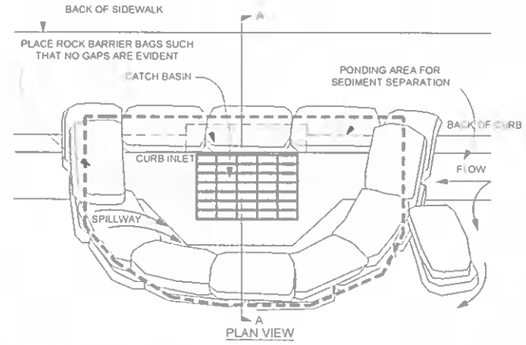


SIDE VIEW

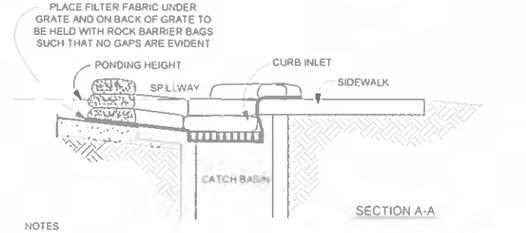


SPACING BETWEEN CHECK DAMS

ROCK BAG CHECK DAMS



PLAN VIEW



SECTION A-A

NOTES

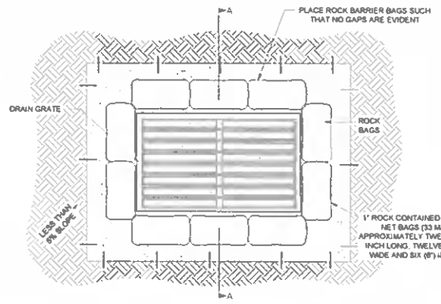
1 PLACE CURB TYPE ROCK BAG BARRIER ON GENTLY SLOPING STREET WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF

2 BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT

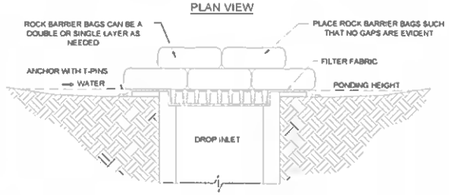
3 LEAVE ONE SANDBAG GAP IN THE TOP ROW ON THE SIDE AWAY FROM FLOW, TO PROVIDE A SPILLWAY OR IN THE CENTER IF PONDING IS NEEDED ON BOTH SIDES

4 INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY

ROCK BAG CURB INLET BARRIER



PLAN VIEW



SECTION

NOTE

1 DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS (LESS THAN 5%)

2 USE T-PINS TO ANCHOR FIBER MAT INTO THE SOIL

3 A "REASONABLE" DESIGN SIZE PARTICLE TO CAPTURE MUST BE SELECTED

4 SIZE DISTRIBUTION OF UPSTREAM SOIL PARTICLES MUST BE EVALUATED

5 INFLOW AND OUTFLOW FROM THE SYSTEM FOR A SPECIFIC FREQUENCY STORM MUST BE KNOWN

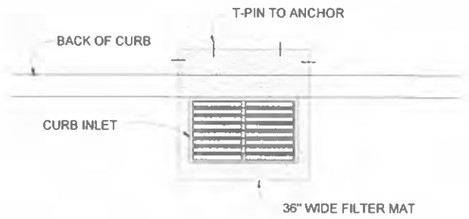
6 POND VOLUME IS DIRECTLY PROPORTIONAL TO THE DISCHARGE RATE OF WATER FROM THE SYSTEM

7 POND VOLUME IS INVERSELY PROPORTIONAL TO THE MASS OF THE DESIGN SIZE SUSPENDED PARTICLE

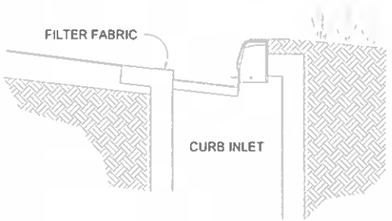
8 A SYSTEM MUST PROVIDE SUFFICIENT FLOW TO ALLOW FOR DEPOSITION OF DESIGN SIZE PARTICLES

9 THE PONDING HEIGHT MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE

ROCK BAG / FILTER MAT DROP INLET SEDIMENT BARRIER



PLAN VIEW



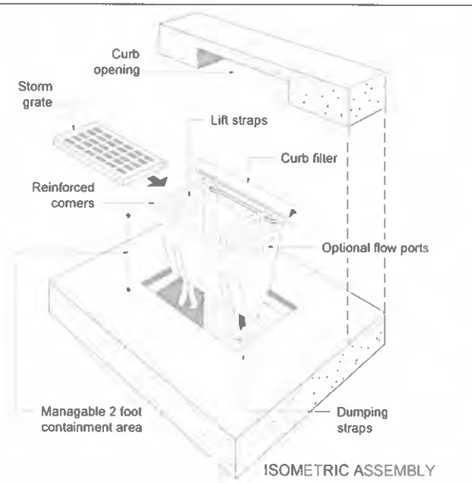
NOTES

1 USE FILTER MAT SEDIMENT BARRIER WHEN CURB INLET IS LOCATED IN GENTLY SLOPING STREET WITH MINIMAL NEED WHERE WATER CAN FILTER AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF

2 BARRIER SHALL ALLOW FOR OVERFLOW FROM SEVERE STORM EVENT

3 INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT SEDIMENT MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY

CURB INLET FILTER MAT SEDIMENT BARRIER



ISOMETRIC ASSEMBLY

NOTES

1 Remove the grate from the catch basin

2 Stand grate on end Move the top lifting straps out of the way and place grate into the unit so that the grate is below the top straps and above the lower straps The grate should be cradled between the upper and lower straps

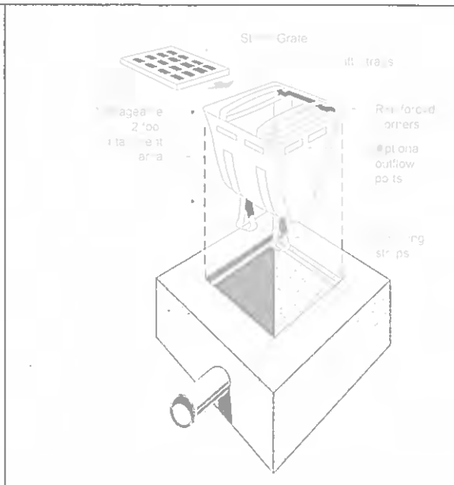
3 Holding the lifting straps, insert the grate into the inlet, being careful that the grate remains in place and being careful not to damage the unit

4 Remove all accumulated sediment and debris from the vicinity of unit after each storm event

5 After each storm event and at regular intervals look into the unit If the unit is more than 1/3 full of accumulated sediment the unit must be emptied

6 To empty the unit, using the lifting straps lift the unit out of the inlet and remove the grate Transport the unit to an appropriate location for removal of contents Holding the dumping straps on the bottom of the unit, turn the unit upside down emptying the contents Reinstall unit as above

CURB INLET SEDIMENT BAG



ISOMETRIC ASSEMBLY

NOTES

1 Remove the grate from the catch basin

2 Stand grate on end Move the top lifting straps out of the way and place grate into the unit so that the grate is below the top straps and above the lower straps The grate should be cradled between the upper and lower straps

3 Holding the lifting straps, insert the grate into the inlet, being careful that the grate remains in place and being careful not to damage the unit

4 Remove all accumulated sediment and debris from the vicinity of unit after each storm event

5 After each storm event and at regular intervals, look into the unit If the unit is more than 1/3 full of accumulated sediment, the unit must be emptied

6 To empty the unit, using the lifting straps lift the unit out of the inlet and remove the grate Transport the unit to an appropriate location for removal of contents Holding the dumping straps on the bottom of the unit, turn the unit upside down, emptying the contents Reinstall unit as above

DROP INLET SEDIMENT BAG

The City of Oklahoma City
Public Works Department
Engineering Division

APPROVED BY
ERIC J WENGER, P E
CITY ENGINEER
DATE 03-28-13

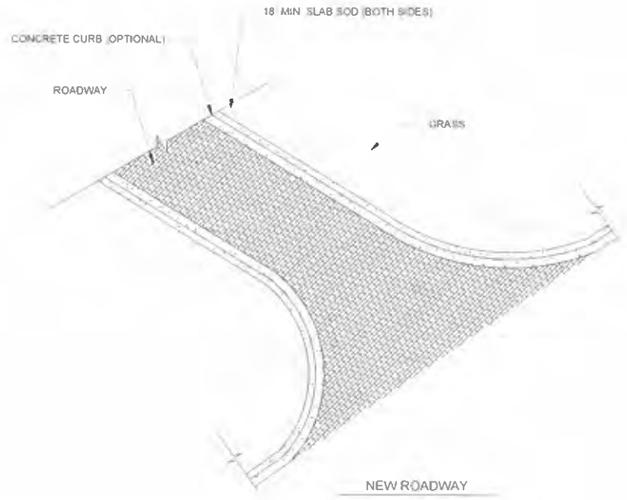
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DATE 03-28-13

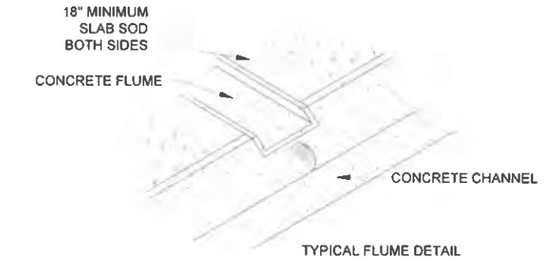
STORM WATER QUALITY EROSION CONTROL DRAWINGS

Drawing Number
ERO-D2

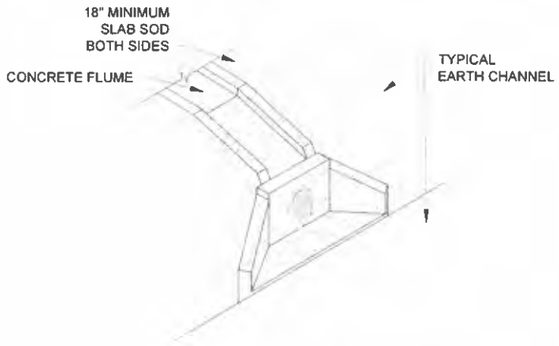
C:\sig\Vol.dir\okc\dgn\ero-d2\ACAD-ERO\ERO-D2 VSC 03-28-13



NEW ROADWAYS

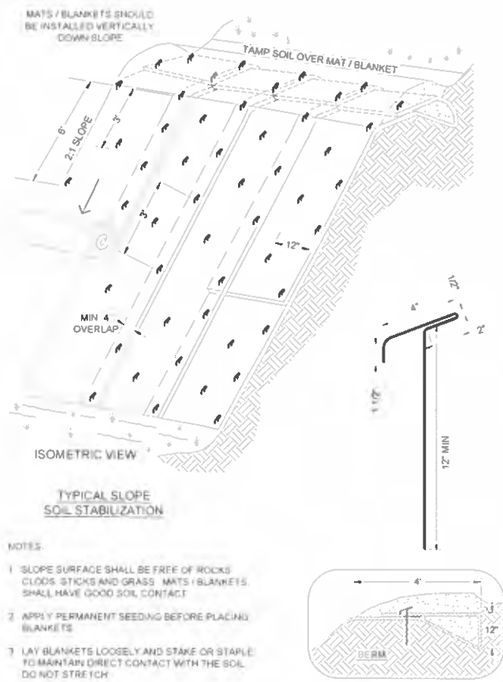


TYPICAL FLUME DETAIL
CONCRETE CHANNEL



TYPICAL FLUME DETAIL
EARTH CHANNEL

CONCRETE FLUME



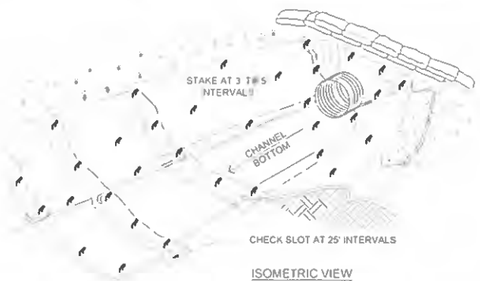
TYPICAL SLOPE
SOIL STABILIZATION

NOTES

1 SLOPE SURFACE SHALL BE FREE OF ROCKS CLODS, STICKS AND GRASS. MATS / BLANKETS SHALL HAVE GOOD SOIL CONTACT.
2 APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
3 LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.

EROSION BLANKET / TURF REINFORCEMENT MAPS - SLOPE INSTALLATION





ISOMETRIC VIEW



INITIAL CHANNEL ANCHOR TRENCH

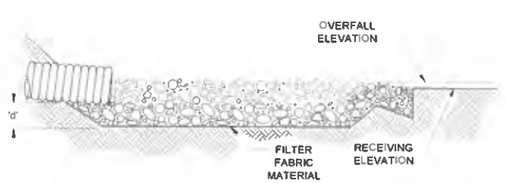
INTERMITTENT CHECK SLOT

NOTES

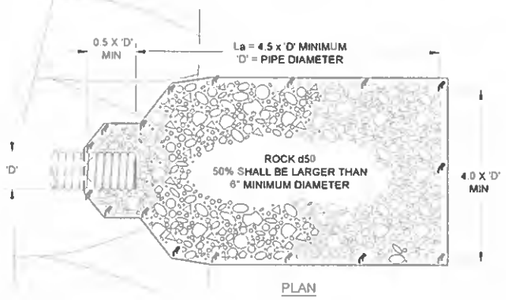
1 CHECK SLOTS TO BE CONSTRUCTED PER MANUFACTURE'S SPECIFICATIONS
2 STAKING OF STAPLING LAYOUT PER MANUFACTURES SPECIFICATIONS

EROSION BLANKET / TURF REINFORCEMENT MAPS

CHANNEL INSTALLATION



SECTION

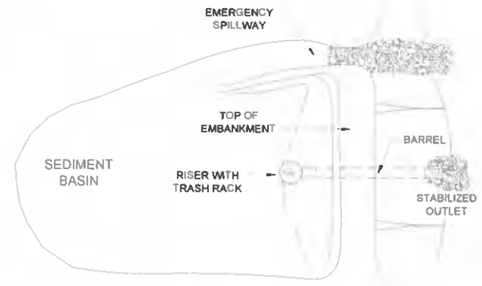


PLAN

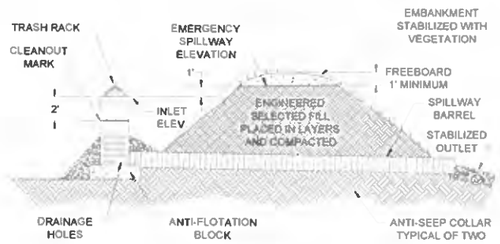
NOTES

1 La' = LENGTH OF APRON. DISTANCE 'La' SHALL BE OF SUFFICIENT LENGTH TO DISSIPATE ENERGY.
2 APRON SHALL BE AT A ZERO GRADE AND ALIGNED STRAIGHT
3 FILTER MATERIAL SHALL BE FILTER FABRIC.

ENERGY DISSIPATER



PLAN

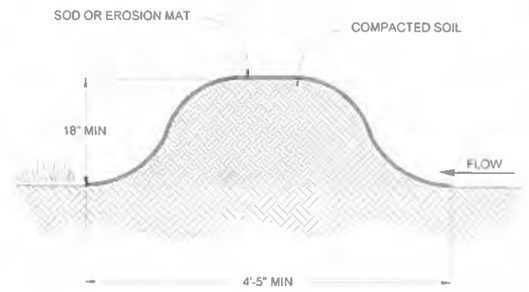


SECTION

NOTES

1 THE TEMPORARY SEDIMENT BASIN, DESIGNED BY A QUALIFIED PROFESSIONAL, IS REQUIRED FOR DISTURBED AREAS GREATER THAN 5 ACRES WITHIN A DRAINAGE AREA LESS THAN 100 ACRES
2 ACCUMULATED SEDIMENT SHALL BE CLEANED OUT WHEN BASIN REACHES APPROXIMATELY 50% CAPACITY
3 THE SEDIMENT BASIN WILL BE REMOVED WITHIN THREE YEARS.

TYPICAL SEDIMENT BASIN



TYPICAL EARTH DIKE

NOTES

1 INSPECT AND REPAIR EARTH DIKE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY
2 REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF SITE AND CAN BE PERMANENTLY STABILIZED
3 STABILIZE BERM WITH SOD OR EROSION BLANKETS

TYPICAL EARTH DIKE

The City of Oklahoma City
Public Works Department
Engineering Division

APPROVED BY: ERIC J WENGER, P.E. CITY ENGINEER — DATE 03-28-13

DRAWN VSC

DATE 03-28-13

STORM WATER QUALITY EROSION CONTROL DRAWINGS

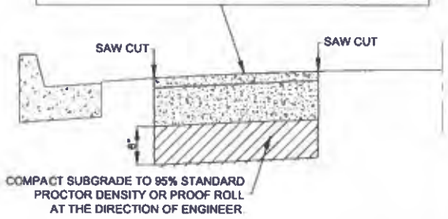
Drawing Number
ERO-D3

Craig\cc.okcfokc\pw-cad\ACAD-ERO\ERO-D3 VSC 03-28-13

PAVEMENT REPAIR DETAILS

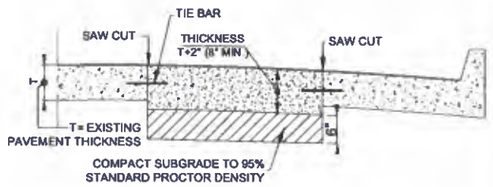
HOT MIX ASPHALT (HMA) PAVING

5" TYPE S3 AND 1.5" S5 HMA FOR RESIDENTIAL STREETS
7.5" TYPE S3 AND 1.5" S5 HMA FOR ARTERIAL STREETS



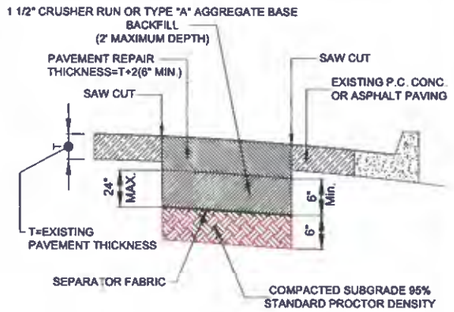
PAVEMENT REPAIRS INCLUDES REMOVAL OF ASPHALT PAVEMENT OR PCC DEPENDING ON EXISTING CONDITIONS, SAW CUT SHOULD BE INCLUDED IN PRICE.
USE HMA AS SHOW ABOVE, OR REPLACE WITH 2" TYPE "S-5" HMA ON 6" H.E.S. CLASS AA (4000 PSI) P.C. CONCRETE (8" MIN.) IF HMA SURFACE IS 6 MONTH OLD OR LESS.

P.C. CONCRETE PAVING



REMOVE EXISTING CONCRETE PAVING, TO BE INCLUDED IN PRICE. PARTIAL PANEL REPLACEMENT NOT PERMITTED, SAW CUT SHOULD BE INCLUDED IN PRICE.
WHEN UTILITY TRENCH IS THE REASON FOR PAVEMENT REPAIR, SEE TYPICAL PERMANENT REPAIR SECTION FOR DETAILS ON REINFORCING STEEL, BACKFILL MATERIAL, AND TRENCH WIDTH, ETC.
TIE BARS TO BE 1" DIA. DEFORMED BARS (1 ½" DIA. FOR PAVEMENT 8"THICK AND GREATER) 18" LENGTH AND SPACED AT 18" CENTERS. ANCHORED WITH EPOXY.
FOR TRANSVERSE JOINTS, USE SMOOTH BARS WITH SAME DIMENSIONS AS SHOWN ABOVE. ONLY ONE END ANCHORED WITH EPOXY.
CONCRETE PANEL TO BE DOUBLE SAWED 6" APART TO PROTECT THE PAVEMENT EDGE DURING EXCAVATION.

BASE REPAIR DETAIL



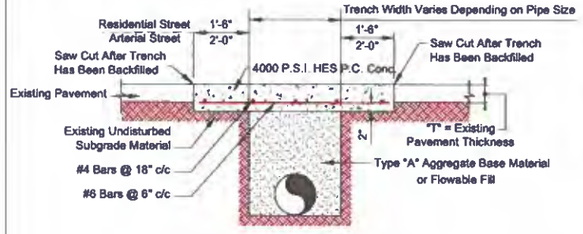
NOTE:

1 - EXCAVATION AND AGGREGATE BASE BACKFILL BEGINS AT THE BOTTOM OF THE EXISTING PAVEMENT AND EXTENDS DOWNWARD TO A MAXIMUM DEPTH OF 2 FEET.

2 - THE CONTRACTOR SHALL NOT BEGIN THE BACKFILL OPERATION UNTIL MEASUREMENT OF THE EXCAVATION HAS BEEN MADE AND AGREED UPON BY THE ENGINEER AND THE CONTRACTOR.

3 -BACKFILL MATERIAL WILL BE PLACED IN LIFTS NOT TO EXCEED SIX INCHES (6") AND COMPACTED TO 95% PROCTOR DENSITY

4 - SUBGRADE COMPACTION SAW CUT AND SEPARATOR FABRIC WILL NOT BE PAID FOR SEPARATELY. INCLUDE COST IN PRICE BID FOR OTHER ITEMS OF WORK.



1- Aggregate Base To Be Compacted 95% Standard Proctor Density In 6" Lifts.
2- The City Engineer May Require Full PC Concrete Panel Repalcement Depending On Street Location And Functional Classification.
3- Thickness of Repair Shall Be "T" + 2", But Shall Not Be Less Than 10 Inches.
4- The Cost of Saw Cut, Removal, Rebar and Placement of Compacted Back Fill To Be Included In Price Bid per Square Yard of Repair Unless Otherwise Stated In The Contract Documents.

TYPICAL PERMANENT PAVING CUT REPAIR SECTION FOR CITY STREET

DRIVEWAY DETAIL

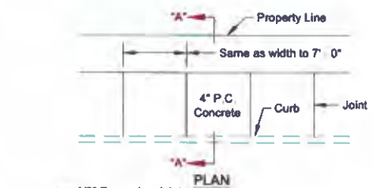


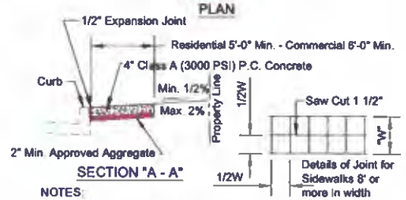


NOTES:

1. A 5' - 0" minimum radius is approved for one & two family residences not abutting a limited access or major street. All other Driveways will have a 10' 0 " minimum radius.
2. The Driveway Contractor shall saw cut & remove the complete Curb and Gutter section. Saw cuts shall be 2" or 1/3 the depth of the gutter, whichever is greater, include the top & face of curb as well as the gutter, be made prior to the removal of concrete, and be full depth for removal and 2" or ¼ the depth for crack control, whichever is greater
3. If a gutter holds water prior to any construction by driveway Contractor, he should notify the City Engineer of the situation before doing any work. The completed driveway work will not be accepted if the gutter holds water due to poor construction by the Contractor
4. It is recognized that this driveway detail will not cover every possible situation encountered in construction. Additional expansion joints will be required as needed
5. Clean and seal all joints and saw cuts in accordance with standard specifications
6. Longitudinal and Transverse Joints, required for drives 12' wide & over. Saw cut 2" or 1/3 depth and fill with silicone sealant.
7. Do not turn radius in front of adjacent property without written permission from adjacent property owner
8. When connecting a new sidewalk to an existing steep driveway, which cannot be made ADA compliant, the transition panel on each side of the driveway shall not be more than 5' in length, unless approved by the engineer

DETAILS FOR SIDEWALK
LOCATED AT CURB

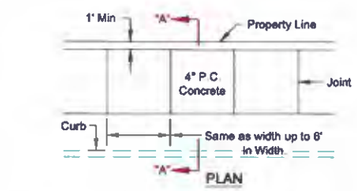


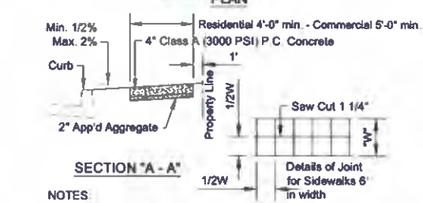


NOTES:

1. 1/2" x 4" premolded expansion material around Power Poles or other structures in walk, with at least 36" of clear travel space.
2. Expansion joints maximum distance = 100', use 1/2" x 4" premolded expansion material.
3. Transverse contraction joints maximum distance = 5', saw cut or Tool 1 ¼" deep.
4. Saw cut joints within 24 hours or 12 hours if temperature is above 85°F
5. Use 1/2" x 4" premolded expansion joint behind curb or attached to curb.
6. Medium broom finish (transverse)
7. Use edger tool on all edges.

DETAILS FOR SIDEWALK
LOCATED AWAY FROM CURB





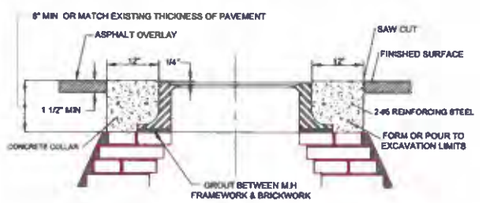
NOTES:

1. Place 1/2" premolded expansion material around Power Poles or other structures in walk, with at least 36" of clear travel space
2. Expansion joints maximum distance = 100', use 1/2" x 4" premolded expansion material.
3. Transverse Contraction joints maximum distance = 5', saw cut or tool 1 ¼" deep.
4. Saw cut joints within 24 hours or 12 hours if temperature is above 85°F
5. Medium broom finish (transverse).
6. Use edger tool on all edges.

ADJUSTMENT OF MANHOLE TO GRADE



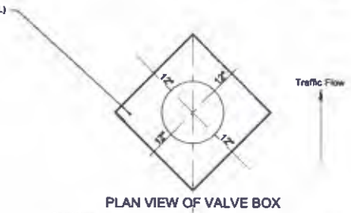
PLAN VIEW OF MANHOLE



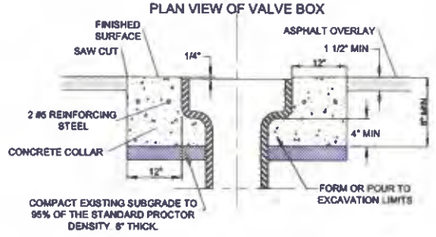
NOTE:

1. THE MANHOLE FRAME SHALL BE SET TO GRADE AND CONCRETE COLLAR POURED AFTER SURFACING OPERATIONS. EXISTING RING AND LID MUST BE REPLACED WITH DEETER FOUNDRY, INC. SHOWN ON DRAWING NUMBER 1107-0110 AND 1107-2100 RESPECTIVELY OR APPROVED EQUAL. THE TOP OF THE RING AND LID MUST MATCH EXACTLY THE EXISTING PAVEMENT GRADE, BOTH LONGITUDINALLY AND TRANSVERSELY
2. CONCRETE COLLAR SHALL BE H.E.S. CLASS AA 4000 PSI P.C. CONCRETE (3000 PSI IN 24 HOURS). CONCRETE MUST BE THOROUGHLY VIBRATED. CONTRACTOR MUST CALL FOR INSPECTION BEFORE PLACING CONCRETE.
3. THE WORK SHALL BE PROTECTED BY BARRIERS AND LIGHTS MEETING MUTCD AND SHALL NOT BE REMOVED FOR A PERIOD OF 24 HOURS AFTER THE POUR IS MADE
4. SUBGRADE OUTSIDE THE LIMITS OF THE MANHOLE CONE MUST BE COMPACTED WITH MECHANICAL COMPACTOR SUCH AS THE "WACKER PACKER" BEFORE PLACING CONCRETE. THE SUBGRADE MUST BE FIRM AND UNYIELDING.
5. ALL EXCAVATION AT THE CORNERS OF THE CONCRETE COLLAR MUST BE REMOVED SO THAT IT IS A MINIMUM OF 6" THICK FOR THE FULL EXTENT OF THE COLLAR.

ADJUSTMENT OF VALVE BOX TO GRADE



PLAN VIEW OF VALVE BOX



NOTE:

1. THE VALVE BOX SHALL BE SET TO GRADE AND CONCRETE COLLAR POURED AFTER RESURFACING OPERATIONS. THE TOP OF THE VALVE BOX MUST MATCH EXACTLY THE EXISTING PAVEMENT GRADE, BOTH LONGITUDINALLY AND TRANSVERSELY
2. CONCRETE BASE SHALL BE H.E.S. CLASS AA 4000 PSI P.C. CONCRETE (3000 PSI IN 24 HOURS). CONCRETE MUST BE THOROUGHLY VIBRATED. CONTRACTOR MUST CALL FOR INSPECTION BEFORE PLACING CONCRETE.
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STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W. Chen, P.E.
Water Quality Division

Adam Divine
Adam Divine, P.E.
Construction Permitting Section

The City of Oklahoma City
Public Works Department
Engineering Division

APPROVED BY: ERIC J. WENGER, P.E. CITY ENGINEER — DATE: 02-21-20
DRAWN: TVN
DATE: 02-21-20

STANDARD DETAILS

Drawing Number
D-800

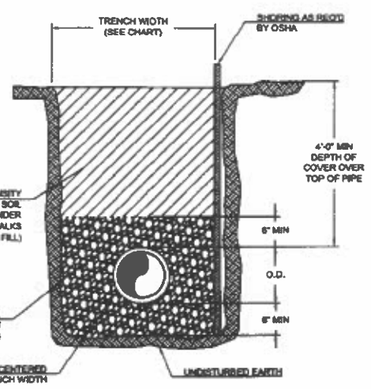
REVISION 2-2020

PLOTTED: Friday, November 07, 2014 1:44:23 PM
FILE PATH: Z:\STANDARD DETAILS & WATER METER SPECIFICATIONS\UPDATED STANDARD DETAILS 2014\WATER\FINAL SHEETS\WAT-STD-DET-2014-SIGNED.DWG

WATER STANDARD DETAIL

BEDDING & TRENCHING DETAILS - STEEL PIPE

Pipe Nominal Size (Inches)	Minimum Trench Width (Feet)	Maximum Trench Width (Feet)
48	7.00	10.00
54	8.00	10.50
60	9.00	11.00
64	9.75	11.50
66	9.75	11.50
72	10.50	12.00
78	10.50	12.50
84	11.00	13.00
90	11.50	13.50



STEEL PIPE ≥ 48"

NOTE:
1. EMBEDMENT MATERIAL TO BE FREE FROM REFUSE, ORGANIC MATERIAL, COBBLES, BOULDERS, LARGE ROCKS OR STONES.

APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-04

WATER STANDARD DETAIL

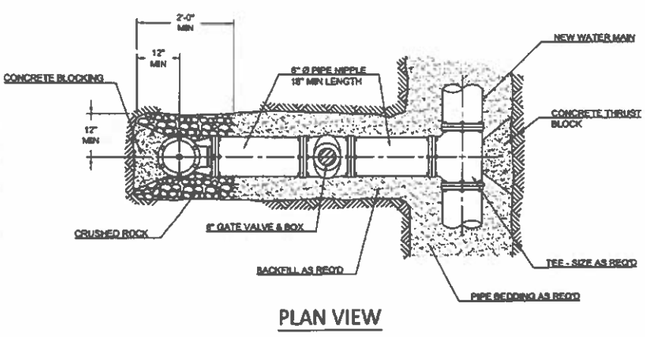
WATER STANDARD DETAIL INDEX

DRAWING NUMBER		ISSUED DATE
W-01	BEDDING & TRENCHING DETAILS - PVC PIPE	8/13/14
W-02	BEDDING & TRENCHING DETAILS - DIP < 12"	8/13/14
W-03	BEDDING & TRENCHING DETAILS - DIP > 12"	8/13/14
W-04	BEDDING & TRENCHING DETAILS - STEEL PIPE	8/13/14
W-05	FIRE HYDRANT INSTALLATION ON NEW MAIN - PAGE 1 OF 2	8/13/14
W-06	FIRE HYDRANT INSTALLATION ON NEW MAIN - PAGE 2 OF 2	8/13/14
W-07	FIRE HYDRANT INSTALLATION ON EXISTING MAIN - PAGE 1 OF 2	8/13/14
W-08	FIRE HYDRANT INSTALLATION ON EXISTING MAIN - PAGE 2 OF 2	8/13/14
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APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 10/30/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 10/30/14
W-00

WATER STANDARD DETAIL

FIRE HYDRANT INSTALLATION ON NEW MAIN — 1 OF 2



PLAN VIEW

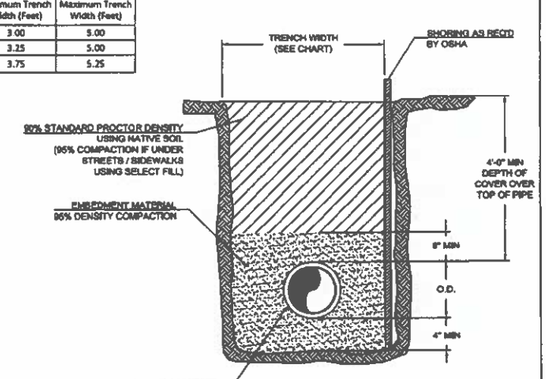
NOTES:
1. HYDRANT COLOR IS AS FOLLOWS:
   (a) "INTERNATIONAL ORANGE" (SW 4081) FOR PUBLIC
   (b) "SAFETY RED" (SW 4082) FOR PRIVATE
2. SEE DETAIL W-43 & W-44 FOR THRUST BLOCK SIZING.
3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-05

WATER STANDARD DETAIL

BEDDING & TRENCHING DETAILS - PVC PIPE

Pipe Nominal Size (Inches)	Minimum Trench Width (Feet)	Maximum Trench Width (Feet)
≤ 12	3.00	5.00
16	3.25	5.00
20	3.75	5.25



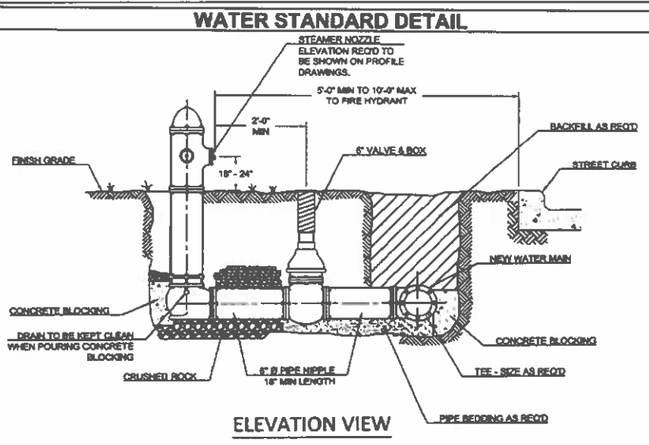
PVC PIPE

NOTES:
1. EMBEDMENT MATERIAL SHALL BE SAND TO BE READILY WORKED UNDER THE SIDES OF THE PIPE. IT SHALL BE FREE FROM REFUSE, ORGANIC MATERIAL, COBBLES, BOULDERS, LARGE ROCKS OR STONES.
2. SEE DETAIL W-13 FOR TRACER WIRE INSTALLATION.

APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-01

WATER STANDARD DETAIL

FIRE HYDRANT INSTALLATION ON NEW MAIN — 2 OF 2



ELEVATION VIEW

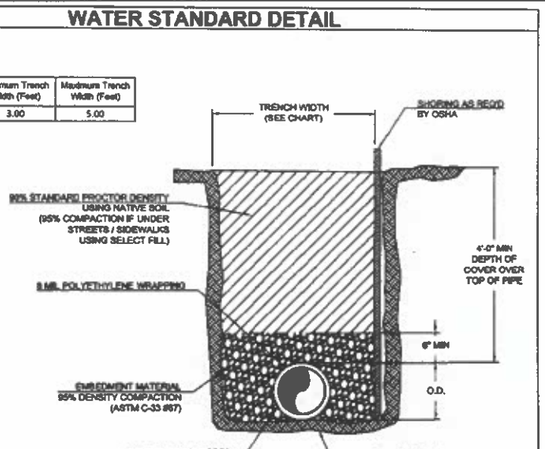
NOTES:
1. HYDRANT COLOR IS AS FOLLOWS:
(a) "INTERNATIONAL ORANGE" (SW 4081) FOR PUBLIC
(b) "SAFETY RED" (SW 4082) FOR PRIVATE
2. SEE DETAIL W-43 & W-44 FOR THRUST BLOCK SIZING.
3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-06

WATER STANDARD DETAIL

BEDDING & TRENCHING DETAILS - DIP ≤ 12"

Pipe Nominal Size (Inches)	Minimum Trench Width (Feet)	Maximum Trench Width (Feet)
≤ 12	3.00	5.00



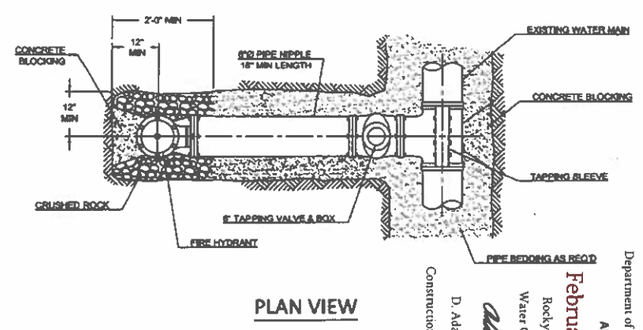
DUCTILE IRON PIPE ≤ 12"

NOTE:
1. EMBEDMENT MATERIAL TO BE FREE FROM REFUSE, ORGANIC MATERIAL, COBBLES, BOULDERS, LARGE ROCKS OR STONES.

APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-02

WATER STANDARD DETAIL

FIRE HYDRANT INSTALLATION ON EXISTING MAIN — 1 OF 2



PLAN VIEW

NOTES:
1. HYDRANT COLOR IS AS FOLLOWS:
(a) "INTERNATIONAL ORANGE" (SW 4081) FOR PUBLIC
(b) "SAFETY RED" (SW 4082) FOR PRIVATE
2. SEE DETAIL W-43 & W-44 FOR THRUST BLOCK SIZING.
3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

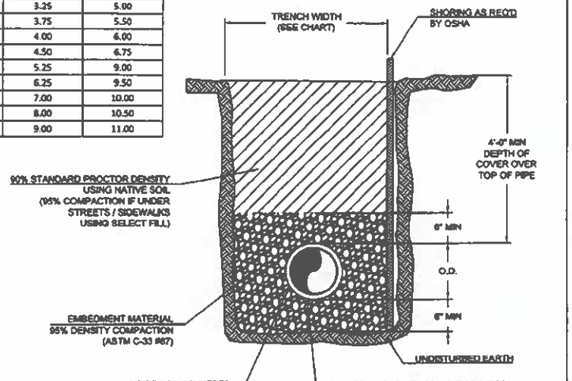
STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W. Chen, P.E.
Water Quality Division
D. Adam Divine, P.E.
Construction Permitting Section

APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-07

WATER STANDARD DETAIL

BEDDING & TRENCHING DETAILS - DIP > 12"

Pipe Nominal Size (Inches)	Minimum Trench Width (Feet)	Maximum Trench Width (Feet)
16	3.25	5.00
20	3.75	5.50
24	4.00	6.00
30	4.50	6.75
36	5.25	9.00
42	6.25	9.50
48	7.00	10.00
54	8.00	10.50
60	9.00	11.00



DUCTILE IRON PIPE > 12"

NOTE:
1. EMBEDMENT MATERIAL TO BE FREE FROM REFUSE, ORGANIC MATERIAL, COBBLES, BOULDERS, LARGE ROCKS OR STONES.

APPROVED BY: ERIC T. WARNER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLADORN, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-03

SHEET NUMBER: W-STD-01
SCALE: AS SHOWN
DATE: 11/07/14
DRAWN BY: RDS
CHECKED BY: MWS/EJW

WATER STANDARD DETAILS

NO.	DATE	DESCRIPTION
1	11/07/14	STD DRAWING W-00 MODIFIED

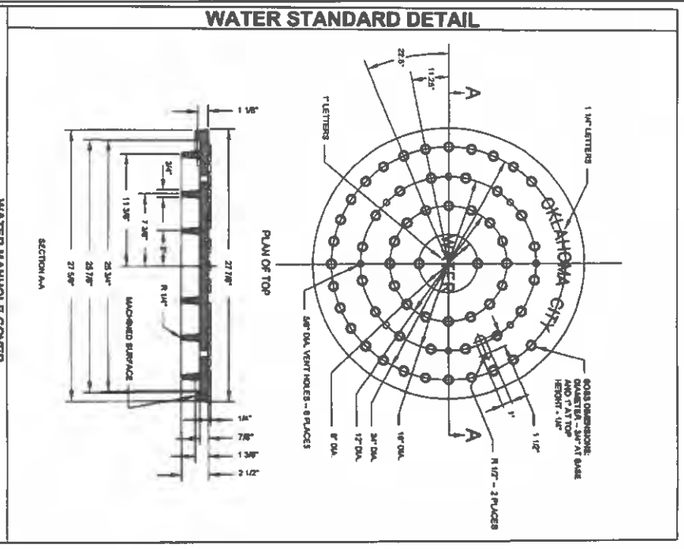
The City of Oklahoma City
Utilities Department
Engineering Division

PLOTTED: Friday, November 07, 2014 1:41:37 PM
FILE PATH: Z:\STANDARD DETAILS & WATER METER SPECIFICATIONS\UPDATED STANDARD DETAILS 2014\WATER\FINAL SHEETS\WAT-STD-DET-2014-SIGNED.DWG

WATER STANDARD DETAIL

WATER MAINHOLE COVER

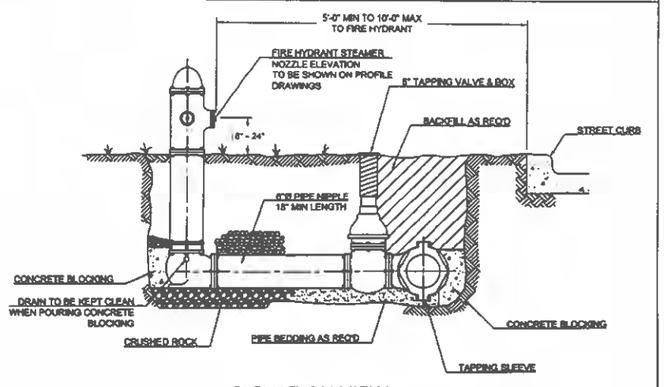
W-12 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 6/1/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | DATE: 06/13/14 | OKLAHOMA CITY UTILITIES DEPARTMENT



WATER STANDARD DETAIL

FIRE HYDRANT INSTALLATION ON EXISTING MAIN

W-08 | 2 OF 2 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 6/1/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | DATE: 06/13/14 | OKLAHOMA CITY UTILITIES DEPARTMENT



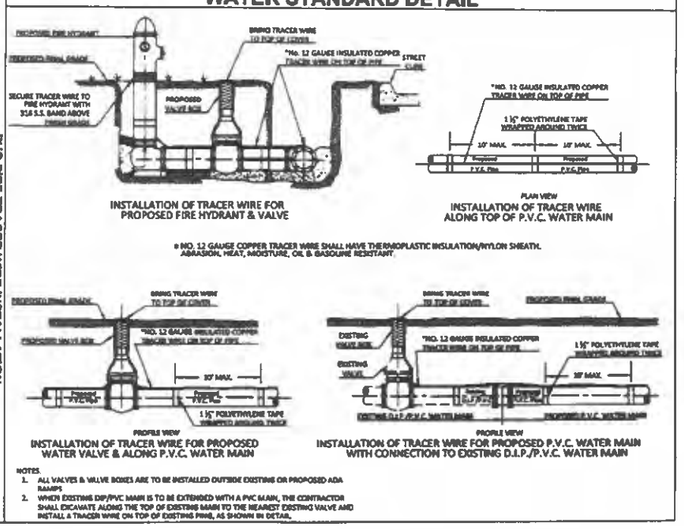
ELEVATION VIEW

NOTES:
1. HYDRANT COLOR IS AS FOLLOWS:
   (a) "INTERNATIONAL ORANGE" (SW 4081) FOR PUBLIC
   (b) "SAFETY RED" (SW 4082) FOR PRIVATE
2. SEE DETAIL W-43 & W-44 FOR THRUST BLOCK SIZING.
3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

WATER STANDARD DETAIL

PVC PIPE TRACER WIRE INSTALLATION

W-13 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 6/1/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | DATE: 06/13/14 | OKLAHOMA CITY UTILITIES DEPARTMENT



INSTALLATION OF TRACER WIRE FOR PROPOSED FIRE HYDRANT & VALVE

INSTALLATION OF TRACER WIRE ALONG TOP OF P.V.C. WATER MAIN

NO. 12 GAUGE COPPER TRACER WIRE SHALL HAVE THERMOPLASTIC INSULATION/NYLON SHEATH. ABRASION, HEAT, MOISTURE, OIL & GASOLINE RESISTANT.

INSTALLATION OF TRACER WIRE FOR PROPOSED WATER VALVE & ALONG P.V.C. WATER MAIN

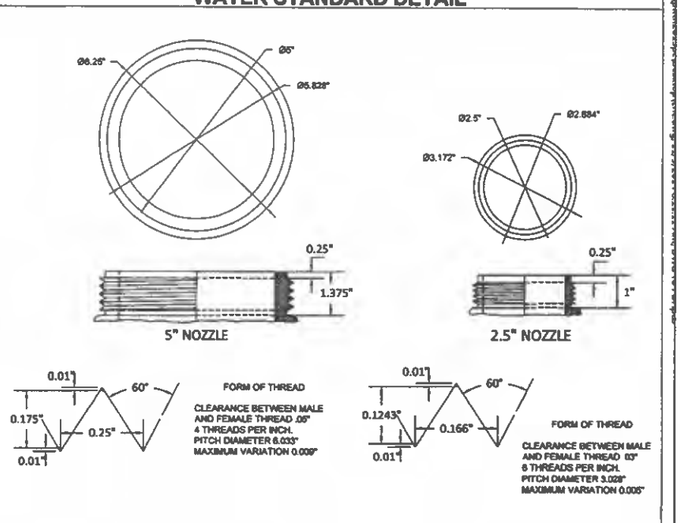
INSTALLATION OF TRACER WIRE FOR PROPOSED P.V.C. WATER MAIN WITH CONNECTION TO EXISTING D.I.P./P.V.C. WATER MAIN

NOTES:
1. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS
2. WHEN EXISTING DIP/PVC MAIN IS TO BE EXTENDED WITH A PVC MAIN, THE CONTRACTOR SHALL EXCAVATE ALONG THE TOP OF EXISTING MAIN TO THE NEAREST EXISTING VALVE AND INSTALL A TRACER WIRE ON TOP OF EXISTING PIPE, AS SHOWN IN DETAIL.

WATER STANDARD DETAIL

FIRE HYDRANT NOZZLES THREAD DETAILS

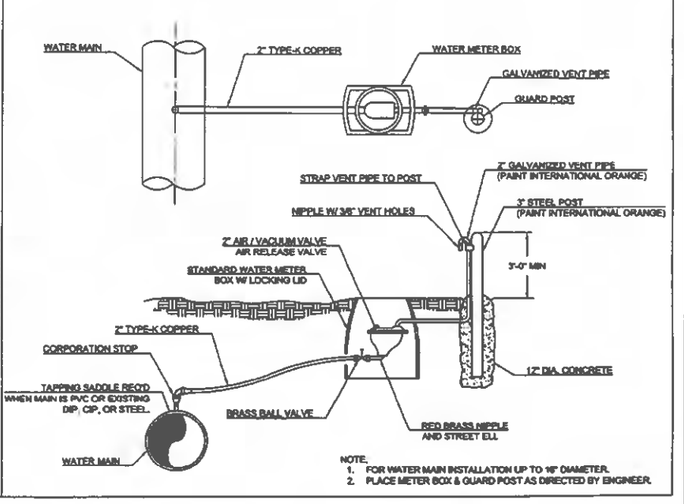
W-09 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 11/03/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | 10/29/14 | OKLAHOMA CITY UTILITIES DEPARTMENT



WATER STANDARD DETAIL

2" AIR / VACUUM RELEASE VALVE INSTALLATION

W-14 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 6/1/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | DATE: 06/13/14 | OKLAHOMA CITY UTILITIES DEPARTMENT

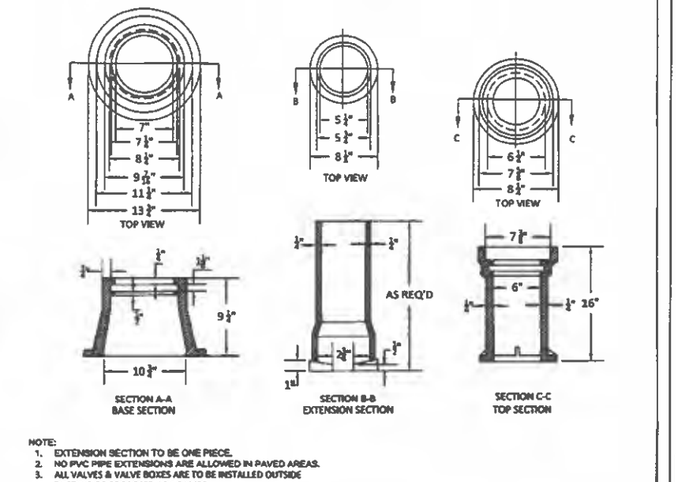


NOTE.
1. FOR WATER MAIN INSTALLATION UP TO 16" DIAMETER.
2. PLACE METER BOX & GUARD POST AS DIRECTED BY ENGINEER.

WATER STANDARD DETAIL

CAST IRON VALVE BOX, LID & EXTENSION

W-10 | 1 OF 2 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 6/1/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | DATE: 06/13/14 | OKLAHOMA CITY UTILITIES DEPARTMENT

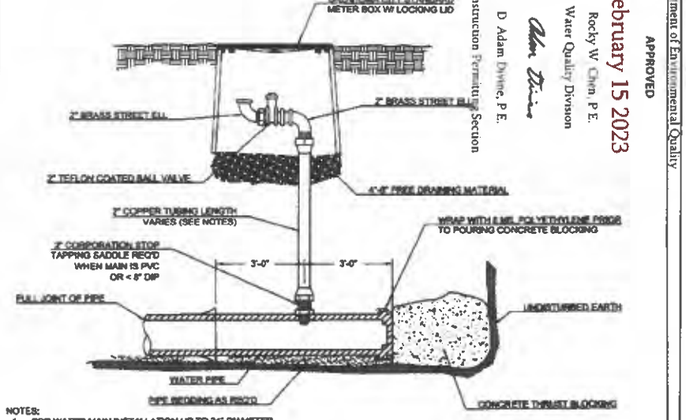


NOTE:
1. EXTENSION SECTION TO BE ONE PIECE.
2. NO PVC PIPE EXTENSIONS ARE ALLOWED IN PAVED AREAS.
3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

WATER STANDARD DETAIL

2" "BLOW OFF" INSTALLATION

W-15 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 6/1/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | DATE: 06/13/14 | OKLAHOMA CITY UTILITIES DEPARTMENT



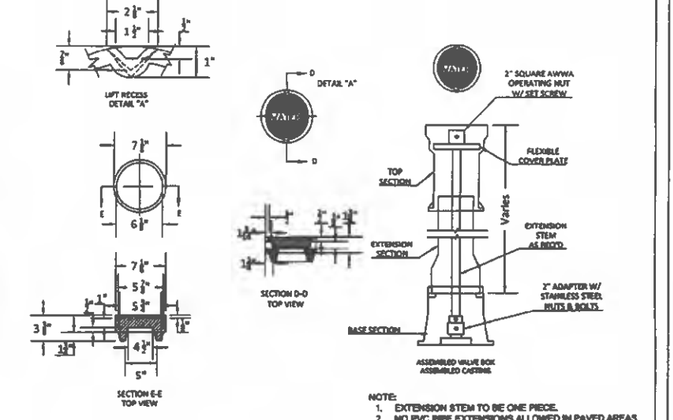
NOTES:
1. FOR WATER MAIN INSTALLATION UP TO 24" DIAMETER.
2. PLACE METER BOX AS DIRECTED BY ENGINEER.
3. SEE W-43 & W-44 FOR THRUST BLOCKING SIZING.
4. LENGTH VARIES AND LOCATION VARIES HORIZONTALLY & VERTICALLY WHEN TAPPED UNDER A STREET

APPROVED
February 15 2023
Rocky W. Chin P.E.
Water Quality Division
Alan Divine
D. Adam Divine, P.E.
Construction Permitting Section
STATE OF OKLAHOMA
Department of Environmental Quality

WATER STANDARD DETAIL

CAST IRON VALVE BOX, LID & EXTENSION

W-11 | 2 OF 2 | DATE: 6/1/14 | APPROVED BY: BARBARA W. BLOUGHER P.E., UTILITIES DIRECTOR | DATE: 6/1/14 | APPROVED BY: ERIC J. WARGER P.E., CITY ENGINEER | DATE: 06/13/14 | OKLAHOMA CITY UTILITIES DEPARTMENT



NOTE:
1. EXTENSION STEM TO BE ONE PIECE.
2. NO PVC PIPE EXTENSIONS ALLOWED IN PAVED AREAS.
3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

SHEET NUMBER: W-STD-02

SCALE: AS SHOWN

DRAWN BY: RDS | DATE: 11/07/14
CHECKED BY: MWS/EJW

WATER STANDARD DETAILS

NO.	DATE	DESCRIPTION
1	11/07/14	STD DRAWING W-09 MODIFIED

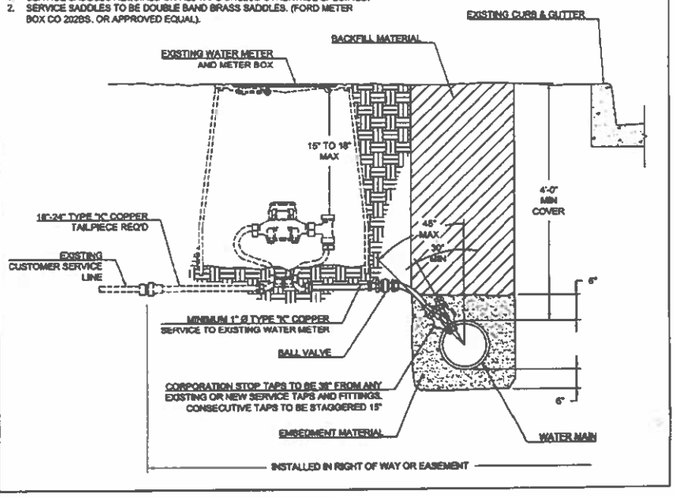
The City of Oklahoma City
Utilities Department
Engineering Division

PLOTTED: Tuesday, August 26, 2014 10:19:03 AM
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WATER STANDARD DETAIL

SINGLE SHORT SERVICE REPLACEMENT

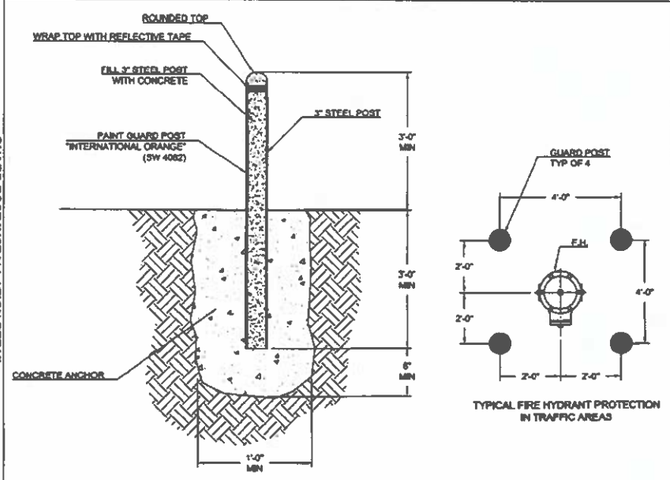
NOTE:
1. SERVICE SADDLES REQUIRED ON ALL TAPS UNLESS OTHERWISE SPECIFIED.
2. SERVICE SADDLES TO BE DOUBLE BAND BRASS SADDLES. (FORD METER BOX CO 202BS, OR APPROVED EQUAL).



APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-20

WATER STANDARD DETAIL

GUARD POST INSTALLATION DETAIL

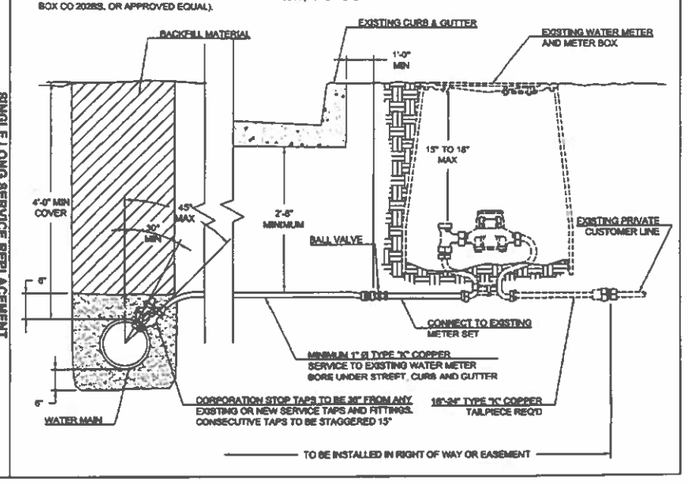


APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-18

WATER STANDARD DETAIL

SINGLE LONG SERVICE REPLACEMENT

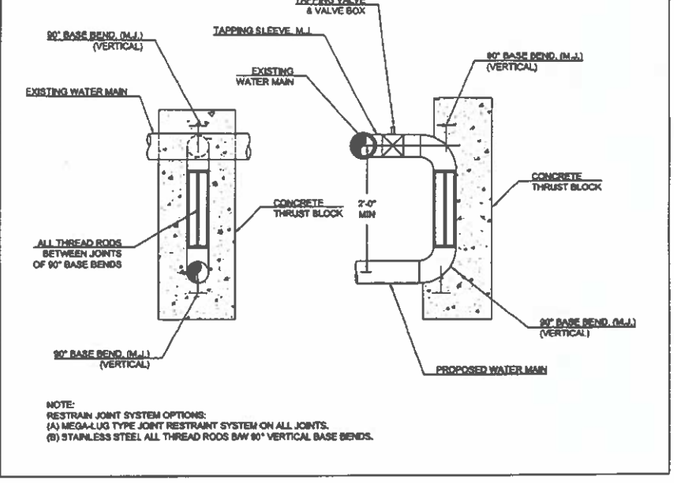
NOTE:
1. SERVICE SADDLES REQUIRED ON ALL TAPS UNLESS OTHERWISE SPECIFIED.
2. SERVICE SADDLES TO BE DOUBLE BAND BRASS SADDLES. (FORD METER BOX CO 202BS, OR APPROVED EQUAL).



APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-21

WATER STANDARD DETAIL

REVERSE TAP INSTALLATION



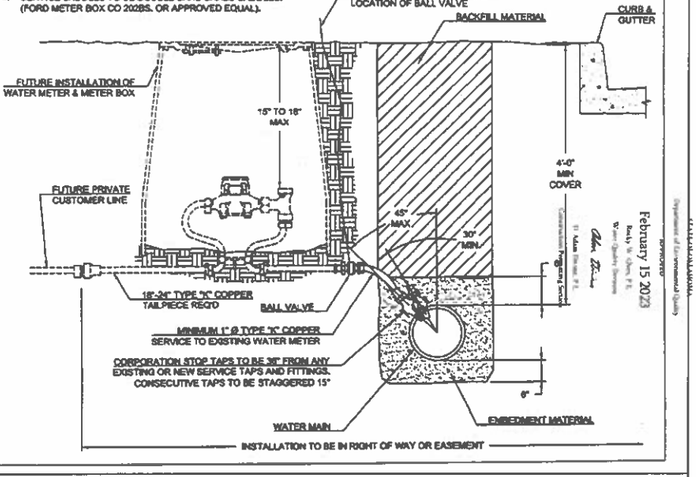
NOTE:
RESTRAIN JOINT SYSTEM OPTIONS:
(A) MEGA-LUG TYPE JOINT RESTRAINT SYSTEM ON ALL JOINTS.
(B) STAINLESS STEEL ALL THREAD RODS B/W 90° VERTICAL BASE BENDS.

APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-17

WATER STANDARD DETAIL

SINGLE SHORT SERVICE NEW INSTALLATION

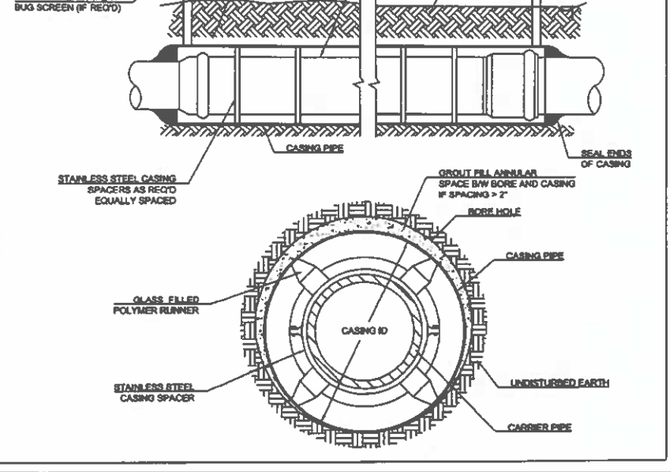
NOTE:
1. SERVICE SADDLES REQUIRED ON ALL TAPS UNLESS OTHERWISE SPECIFIED.
2. SERVICE SADDLES TO BE DOUBLE BAND BRASS SADDLES. (FORD METER BOX CO 202BS, OR APPROVED EQUAL).



APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 8/1/14
W-22

WATER STANDARD DETAIL

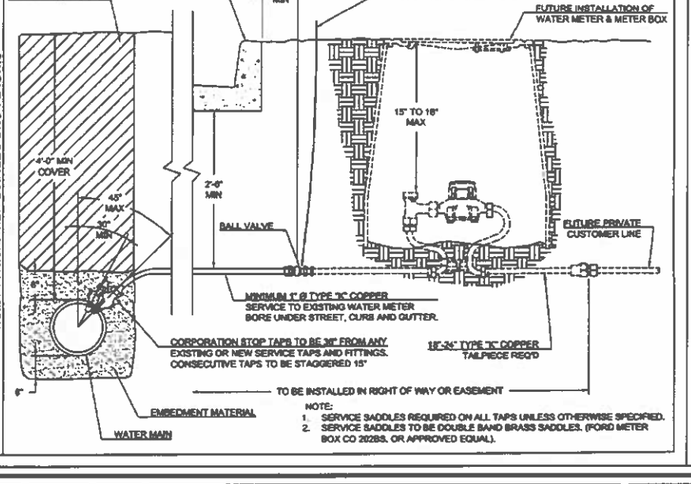
PIPE BORING AND CASING INSTALLATION



APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-18
1 OF 2

WATER STANDARD DETAIL

SINGLE LONG SERVICE NEW INSTALLATION



NOTE:
1. SERVICE SADDLES REQUIRED ON ALL TAPS UNLESS OTHERWISE SPECIFIED.
2. SERVICE SADDLES TO BE DOUBLE BAND BRASS SADDLES. (FORD METER BOX CO 202BS, OR APPROVED EQUAL).

APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-23

WATER STANDARD DETAIL

PIPE BORING AND CASING INSTALLATION

NOTE:

SEALED CASING ENDS - NEOPRENE RUBBER END SEALS SECURED WITH 316 STAINLESS STEEL BANDING REQUIRED

PLUGGED PIPE ENDS - BOTH ENDS OF THE CASING PIPE SHALL BE PLUGGED WITH A NON-SHRINK GROUT OR CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI OR GROUTED MASONRY. EACH PLUG SHALL BE A MINIMUM LENGTH OF 18", GROUTING PRESSURE SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDATIONS.

VENT PIPES - VENT PIPES SHALL BE INSTALLED ON BOTH ENDS OF CASING FOR BORINGS THAT CROSS ODOT ROADS AND RAILROAD CROSSINGS. VENTS SHALL BE 2" DIA FOR CASING SIZES <= 30-IN. VENTS SHALL BE 4" DIA FOR CASING SIZES > 30-IN. VENTS SHALL HAVE A 90 DEG BEND TO POINT TOWARDS THE GROUND AND SHALL BE PAINTED INTERNATIONAL ORANGE. BUG SCREEN SHALL BE INCLUDED ON THE OPEN END OF VENT PIPE.

CASING PIPE SIZE - STEEL CASING PIPE SHALL HAVE THE FOLLOWING MINIMUM DIAMETERS: SEE TABLE 1

CASING PIPE THICKNESS - STEEL CASING PIPE SHALL HAVE THE FOLLOWING MINIMUM THICKNESS(ES), IN INCHES, FOR THE INDICATED MAXIMUM DEPTH OF COVER(S), IN FEET: SEE TABLE 2

CASING MATERIAL - STEEL CASING PIPE SHALL CONFORM WITH ASTM A-139, STANDARD SPECIFICATION FOR ELECTRIC-FUSION (ARC) - WELDED STEEL PIPE (NPS4 AND OVER). THE STEEL MATERIAL SHALL BE NEW, SMOOTH WALL, CARBON STEEL, GRADE B, WITH A MINIMUM TENSILE STRENGTH AND MINIMUM THIRTY-FIVE-THOUSAND (35,000 PSI) POUNDS PER SQUARE INCH YIELD STRENGTH

TABLE 1
RECOMMENDED CASING SIZING

PIPE NOMINAL SIZE (INCHES)	SUGGESTED CASING PIPE INSIDE DIAMETER (INCHES)		PIPE NOMINAL SIZE (INCHES)	SUGGESTED CASING PIPE INSIDE DIAMETER (INCHES)
4	8 TO 10		20	28 TO 30
6	10 TO 12		24	31 TO 33
8	14 TO 16		30	36 TO 42
10	16 TO 18		36	42 TO 48
12	18 TO 20		42	54 TO 60
16	20 TO 22		48	60 TO 66
18	24 TO 26			

TABLE 2
CASING PIPE THICKNESS

Outside Diameter (inches)	Under Highway		Under Railroad		
	Wall Thickness (inches)	Maximum Cover (Feet)	BNSF (Uncoated) Wall Thickness (inches)	Union Pacific Wall Thickness (inches)	Maximum Cover (Feet)
≤ 12	0.1880	30	0.2500	0.2500	30
16	0.2500	30	0.3125	0.3125	30
18	0.2500	30	0.3125	0.3125	30
20	0.2500	30	0.3750	0.3750	30
24	0.2500	30	0.4375	0.4375	30
30	0.3220	30	0.5000	0.5000	30
36	0.3750	30	0.5625	0.5625	30
42	0.3750	25	0.5625	0.5625	30
48	0.4380	25	0.6250	0.6250	25

APPROVED BY: ERIC J. WERDER, P.E., CITY ENGINEER — DATE: 09/13/14
APPROVED BY: BARBARA W. BLACKMON, P.E., UTILITIES DIRECTOR — DATE: 9/1/14
W-19
2 OF 2

SHEET NUMBER: W-STD-03
SCALE: AS SHOWN
DRAWN BY: PS — DATE: 08/07/14
CHECKED BY: MWSE-W

WATER STANDARD DETAILS

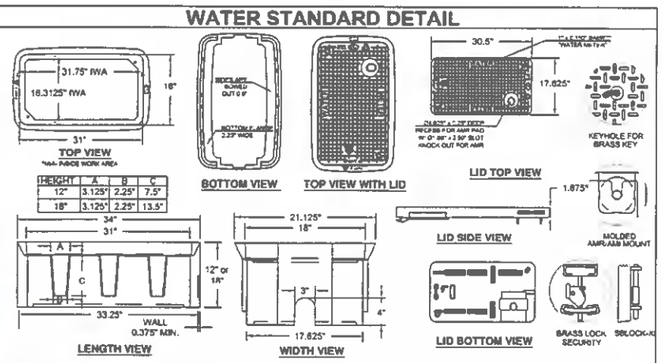
NO.	DATE	DESCRIPTION

The City of Oklahoma City
Utilities Department
Engineering Division

PLOTTED: Friday, June 05, 2015 5:01:23 PM
FILE PATH: \\CI.OKC\OKC\WW-ENGINEERINGSHARE1\STANDARD DETAILS & WATER METER SPECIFICATIONS\UPDATED WATER METER 2015\FINAL\WAT-STD-DET-2015-SIGNED.DWG

WATER STANDARD DETAIL

1 1/2" TO 2" METER BOX 21" X 34" GRASS AND PAVED AREAS



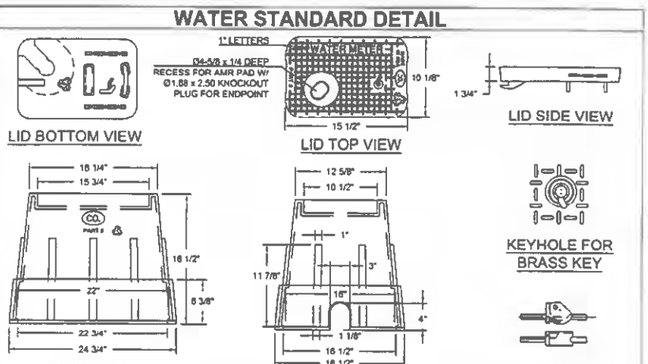
HEIGHT	A	B	C
12"	3.125"	2.25"	7.5"
18"	3.125"	2.25"	13.5"

TYPICAL SPECIFICATIONS:
THE METER BOX SHALL BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND SHALL HAVE A SINGLE WALL DESIGN. THE METER BOX SHALL BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX SHALL BE BLACK TO PREVENT UV DEGRADATION. THE BOX SHALL HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX SHALL HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX SHALL WEIGH NO MORE THAN 24 LBS FOR 12" HEIGHT AND 35 LBS FOR 18" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND SHALL BE IN ACCORDANCE WITH THE ABOVE DRAWING (S) FOR THE APPROPRIATE SIZE METER. COVER SHALL BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL DESIGN AND MINIMUM THICKNESS AS SPECIFIED. THE LID WEIGHT SHALL BE A MINIMUM OF 37 LBS. THE LID SHALL NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID SHALL CONTAIN A MOLDED KEY HOLE DESIGN AND SECURITY BRASS LOCK. LID SHALL HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE THAT SHALL BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID SHALL CONTAIN THE TREAD PATTEN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID SHALL CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER.THE METER BOX SHALL AND LID BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT

05/28/15 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
06/13/14 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
OKLAHOMA CITY UTILITIES DEPARTMENT
W-28

WATER STANDARD DETAIL

5/8" TO 1" METER BOX FOR GRASSY AREAS

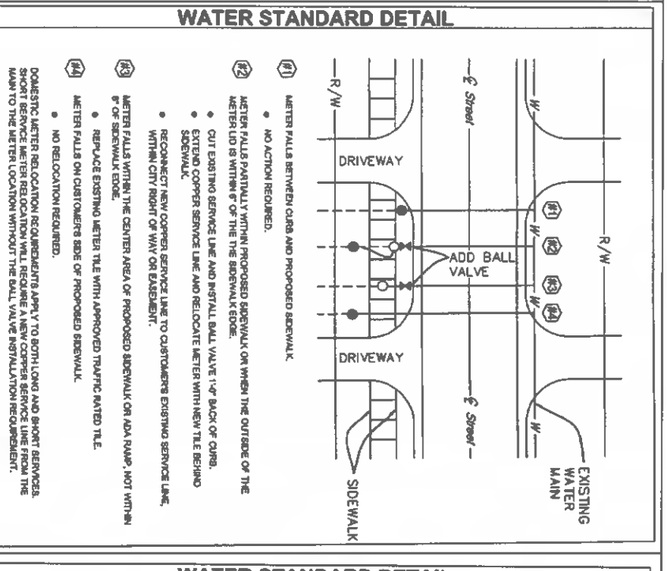


TYPICAL SPECIFICATIONS:
THE METER BOX SHALL BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND SHALL HAVE A SINGLE WALL DESIGN. THE METER BOX SHALL BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX SHALL BE BLACK TO PREVENT UV DEGRADATION. THE BOX SHALL HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX SHALL HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR THE SINGLE METER INSTALLATIONS. THE BOX SHALL BE DESIGNED IN SUCH A WAY TO BE SECURELY STACKABLE. THE BOX SHALL WEIGH NO MORE THAN 13 LBS. ALL DIMENSIONS ARE PRODUCTION MEASUREMENTS AND SHALL BE IN ACCORDANCE WITH THE ABOVE DRAWING. COVER SHALL BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL THICKNESS AS SPECIFIED. THE LID WEIGHT SHALL BE A MINIMUM OF 8 LBS. THE LID SHALL NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LIDS SHALL CONTAIN A MOLDED KEY HOLE DESIGN AND SECURITY BRASS LOCK. LID SHALL HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE THAT SHALL BE MOLDED AS ONE PIECE. THE LID SHALL CONTAIN TREAD PATTERN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID SHALL CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID SHALL BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT

05/28/15 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
6/4/15 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
OKLAHOMA CITY UTILITIES DEPARTMENT
W-24

WATER STANDARD DETAIL

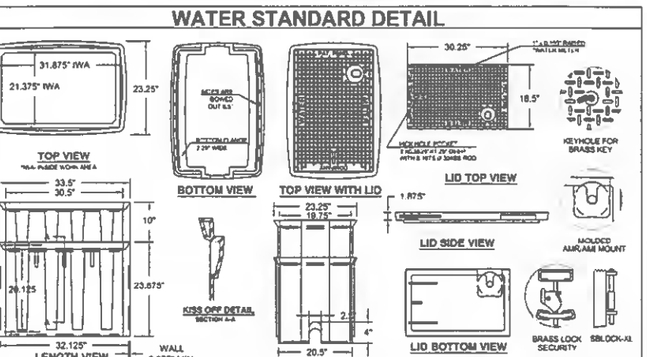
METER RELOCATION FOR STREET RESURFACING, SIDEWALKS, & ADA RAMPS



06/13/14 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
6/4/15 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
W-29

WATER STANDARD DETAIL

1 1/2" TO 2" METER BOX FOR SPECIAL APPLICATION IN PAVED AREA

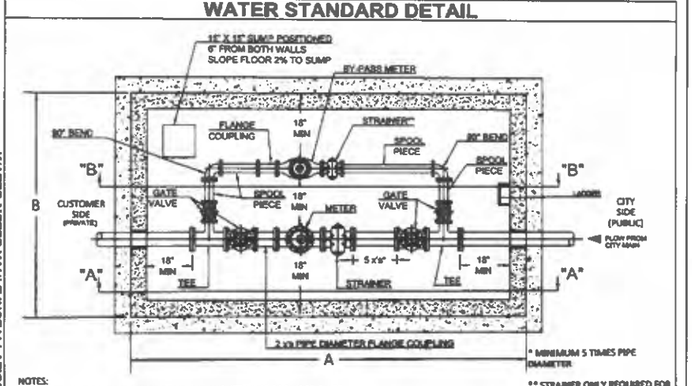


TYPICAL SPECIFICATIONS:
THE METER BOX SHALL BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND SHALL HAVE A SINGLE WALL DESIGN. THE METER BOX SHALL BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX SHALL BE BLACK TO PREVENT UV DEGRADATION. THE BOX SHALL HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX SHALL HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX SHALL WEIGH NO MORE THAN 14 LBS FOR 12" HEIGHT AND 17 LBS FOR 18" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND SHALL BE IN ACCORDANCE WITH THE ABOVE DRAWING (S) FOR THE APPROPRIATE SIZE METER. COVER SHALL BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID OR BLACK OVERLAY WITH A 0.25" DIAMOND PLATE WITH A SINGLE WALL DESIGN AND A MINIMUM WALL DESIGN AND MINIMUM THICKNESS AS SPECIFIED. THE LID WEIGHT SHALL BE A MINIMUM OF 40 LBS. THE LID SHALL NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID SHALL CONTAIN A MOLDED KEY HOLE DESIGN AND SECURITY BRASS LOCK. LID SHALL HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE THAT SHALL BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID SHALL CONTAIN THE TREAD PATTEN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID SHALL CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID SHALL BE MANUFACTURED BY DFW PLASTICS.

05/28/15 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
6/4/15 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
OKLAHOMA CITY UTILITIES DEPARTMENT
W-25

WATER STANDARD DETAIL

WATER METER VAULT INSTALLATION



NOTES:
1. INSTALLATION OF FLANGED COUPLING AND STRAINER REQUIRED ON 3" BY-PASS METERS AND LARGER.
2. ALL DUCTILE IRON JOINTS INSIDE THE VAULT SHALL BE FLANGED.
3. PROVIDE STRAIGHT PIPE UPSTREAM AND DOWNSTREAM OF METER/STRAINER IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
4. HATCH COVER TO BE HALLIDAY OR EQUAL WITH SAFETY FALL GRATING.
5. FOR WALL AND FLOOR STEEL REINFORCEMENT REQUIREMENTS, SEE METER VAULT SHEET W-3S.

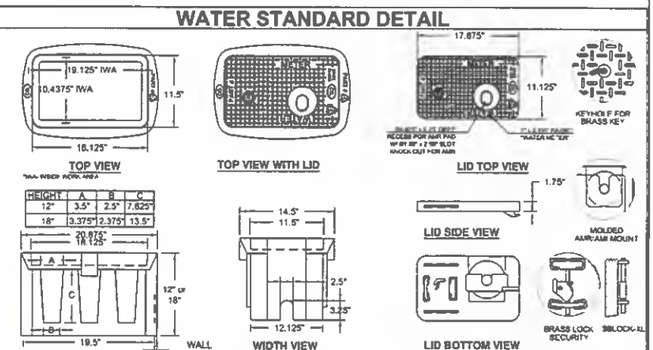
** STRAINER ONLY REQUIRED FOR 3-IN BYPASS AND LARGER

Meter Size	By-Pass Size	A	B
3"	2"	12'-2"	7'-10"
4"	2"	13'-8"	7'-10"
6"	3"	16'-4"	8'-2"

06/13/14 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
6/4/15 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
OKLAHOMA CITY UTILITIES DEPARTMENT
W-30 1 OF 6

WATER STANDARD DETAIL

5/8" TO 1" METER BOX 14" X 20" GRASS AND PAVED AREAS



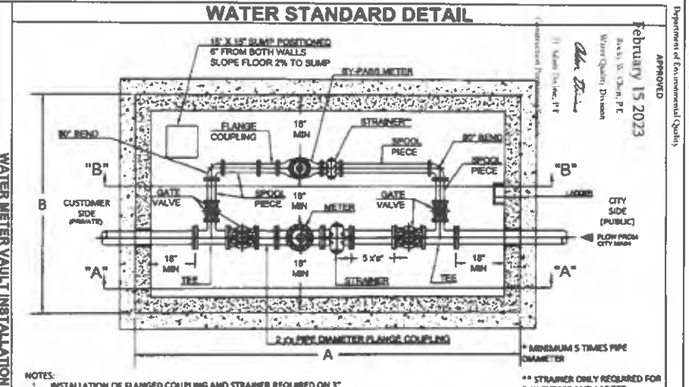
HEIGHT	A	B	C
12"	3.5"	2.5"	7.625"
18"	3.375"	2.375"	13.5"

TYPICAL SPECIFICATIONS:
THE METER BOX SHALL BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND SHALL HAVE A SINGLE WALL DESIGN. THE METER BOX SHALL BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX SHALL BE BLACK TO PREVENT UV DEGRADATION. THE BOX SHALL HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX SHALL HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX SHALL WEIGH NO MORE THAN 14 LBS FOR 12" HEIGHT AND 17 LBS FOR 18" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND SHALL BE IN ACCORDANCE WITH THE ABOVE DRAWING (S) FOR THE APPROPRIATE SIZE METER. COVER SHALL BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL DESIGN AND MINIMUM THICKNESS AS SPECIFIED. THE LID WEIGHT SHALL BE A MINIMUM OF 13 LBS. THE LID SHALL NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID SHALL CONTAIN A MOLDED KEY HOLE DESIGN AND SECURITY BRASS LOCK. LID SHALL HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE THAT SHALL BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID SHALL CONTAIN THE TREAD PATTEN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID SHALL CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID SHALL BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT.

05/28/15 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
6/4/15 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
OKLAHOMA CITY UTILITIES DEPARTMENT
W-26

WATER STANDARD DETAIL

WATER METER VAULT INSTALLATION



NOTES:
1. INSTALLATION OF FLANGED COUPLING AND STRAINER REQUIRED ON 3" BY-PASS METERS AND LARGER.
2. ALL DUCTILE IRON JOINTS INSIDE THE VAULT SHALL BE FLANGED.
3. PROVIDE STRAIGHT PIPE UPSTREAM AND DOWNSTREAM OF METER/STRAINER IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
4. HATCH COVER TO BE HALLIDAY OR EQUAL WITH SAFETY FALL GRATING.
5. FOR WALL AND FLOOR STEEL REINFORCEMENT REQUIREMENTS, SEE METER VAULT SHEET W-3S.

** STRAINER ONLY REQUIRED FOR 3-IN BYPASS AND LARGER

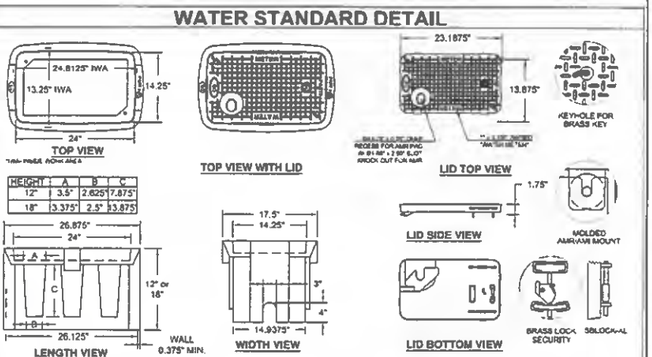
Meter Size	By-Pass Size	A	B
3"	2"	12'-2"	7'-10"
4"	2"	13'-8"	7'-10"
6"	3"	16'-4"	8'-2"

06/13/14 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
6/4/15 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
OKLAHOMA CITY UTILITIES DEPARTMENT
W-30 1 OF 6

STATE OF CALIFORNIA
Department of Environmental Quality
APPROVED
February 15 2023
Water Quality Division

WATER STANDARD DETAIL

1 1/2" TO 2" METER BOX 17" X 28" GRASS AND PAVED AREAS



HEIGHT	A	B	C
12"	3.5"	2.625	7.875"
18"	3.375"	2.5"	13.875"

TYPICAL SPECIFICATIONS:
THE METER BOX SHALL BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND SHALL HAVE A SINGLE WALL DESIGN. THE METER BOX SHALL BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX SHALL BE BLACK TO PREVENT UV DEGRADATION. THE BOX SHALL HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX SHALL HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX SHALL BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX SHALL WEIGH NO MORE THAN 20 LBS FOR 12" HEIGHT AND 27 LBS FOR 18" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND SHALL BE IN ACCORDANCE WITH THE ABOVE DRAWING (S) FOR THE APPROPRIATE SIZE METER. COVER SHALL BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL DESIGN AND MINIMUM THICKNESS AS SPECIFIED. THE LID WEIGHT SHALL BE A MINIMUM OF 21 LBS. THE LID SHALL NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID SHALL CONTAIN A MOLDED KEY HOLE DESIGN AND SECURITY BRASS LOCK. LID SHALL HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE THAT SHALL BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID SHALL CONTAIN THE TREAD PATTEN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID SHALL CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID SHALL BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT.

05/28/15 DATE — APPROVED BY: ERIC J. WERNER P.E. CITY ENGINEER
6/4/15 DATE — APPROVED BY: MARSHA W. SUDDUTH P.E. UTILITIES DIRECTOR
OKLAHOMA CITY UTILITIES DEPARTMENT
W-27

NO.	DATE	DESCRIPTION
1	6/4/2015	METER BOX DETAILS REVISED

WATER STANDARD DETAILS

SHEET NUMBER W-STD-04

SCALE: AS SHOWN

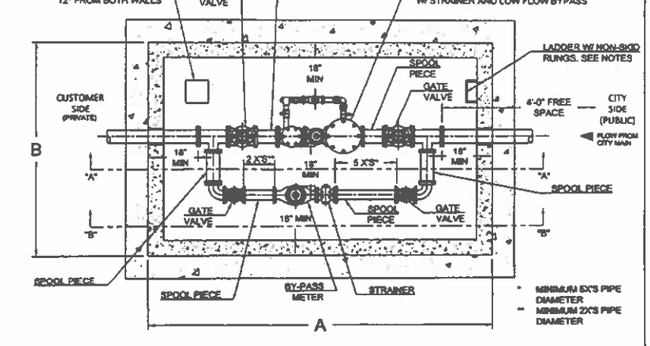
DATE DRAWN BY: 06/05/15 RSP
CHECKED BY: MWS/EJW

The City of Oklahoma City
Utilities Department
Engineering Division

PLOTTED: Tuesday, August 26, 2014 10:22:49 AM
FILE PATH: Z:\STANDARD DETAILS & WATER METER SPECIFICATIONS\UPDATED STANDARD DETAILS 2014\WATER\FINAL SHEETS\WAT-STD-DET-2014-SIGNED.DWG

WATER STANDARD DETAIL

FIRE FLOW METER VAULT INSTALLATION



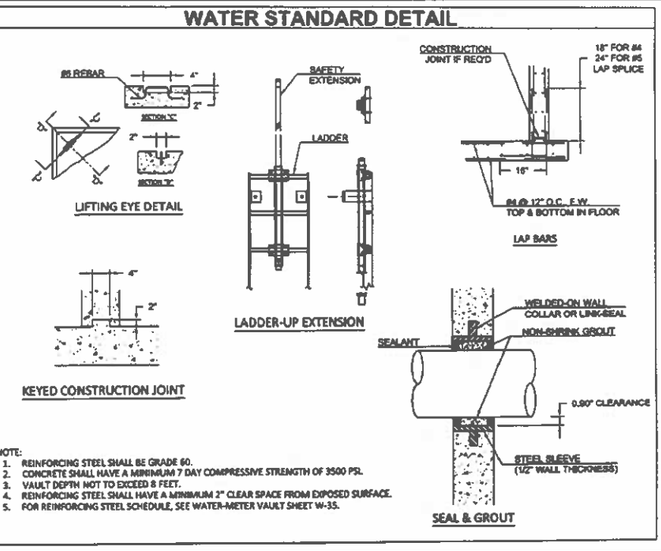
NOTES:
1. ALL DUCTILE IRON JOINTS INSIDE THE VAULT SHALL BE FLANGED.
2. PROVIDE STRAIGHT PIPE UPSTREAM AND DOWNSTREAM OF METER/STRAINER IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
3. HATCH COVER TO BE HALLIDAY OR EQUAL WITH SAFETY FALL GRATING.
4. LADDER TO BE INSTALLED WITH LADDER-UP SAFETY POST EXTENSION.
5. FOR WALL AND FLOOR STEEL REINFORCEMENT REQUIREMENTS, SEE METER VAULT SHEET W-40.
6. 6" AND ABOVE TURBINE (TURBO) METERS NEEDS APPROVAL FROM METER SHOP SUPERVISOR.

Meter Size	By-Pass Size	A	B
6"	3"	15'-6"	9'-6"
8"	4"	17'-0"	11'-0"
10"	6"	20'-0"	13'-6"
12"	8"	22'-0"	15'-6"

W-36 | 1 OF 5

WATER STANDARD DETAIL

WATER METER VAULT INSTALLATION

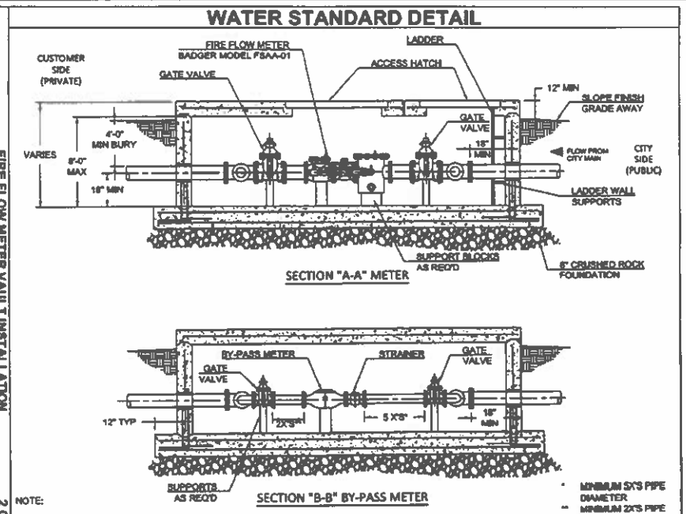


NOTE:
1. REINFORCING STEEL SHALL BE GRADE 60.
2. CONCRETE SHALL HAVE A MINIMUM 7 DAY COMPRESSIVE STRENGTH OF 3500 PSI.
3. VAULT DEPTH NOT TO EXCEED 8 FEET.
4. REINFORCING STEEL SHALL HAVE A MINIMUM 2" CLEAR SPACE FROM EXPOSED SURFACE.
5. FOR REINFORCING STEEL SCHEDULE, SEE WATER-METER VAULT SHEET W-35.

W-32 | 3 OF 6

WATER STANDARD DETAIL

FIRE FLOW METER VAULT INSTALLATION

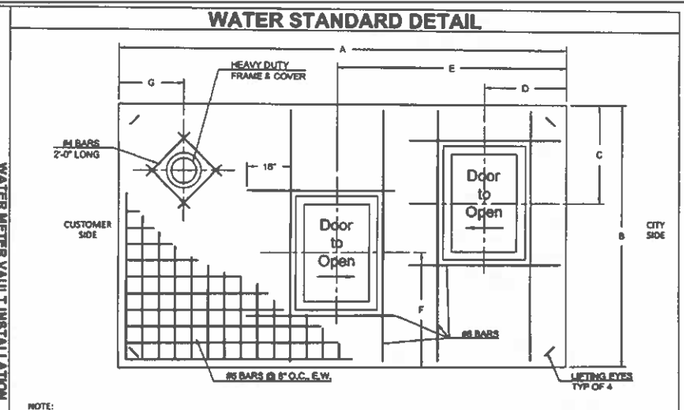


NOTE:
1. ALUMINUM ACCESS LADDER WITH SAFETY EXTENSION AND NON-SKID RUNGS @ 12" O.C., TO BE ANCHORED TO VAULT WALL AND HATCH COVER.

W-37 | 2 OF 5

WATER STANDARD DETAIL

WATER METER VAULT INSTALLATION



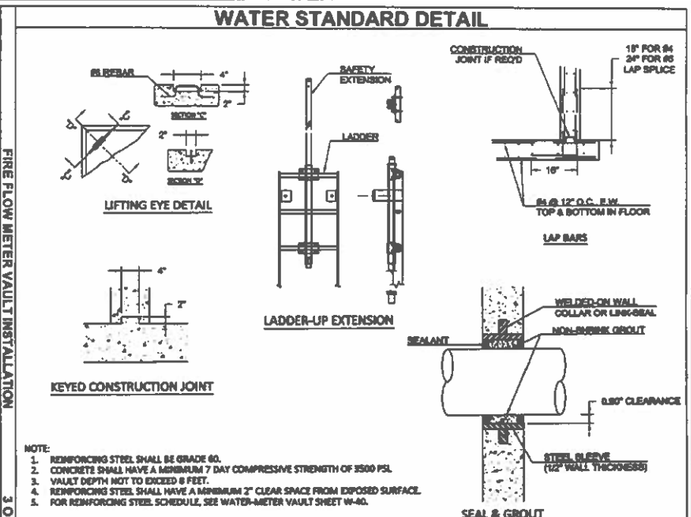
NOTE:
1. PROVIDE WATER TIGHT SEAL BETWEEN LID AND WALLS IN ACCORDANCE WITH SEC. 932.08 (F) OF OKC STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS.
2. DOORS SHALL BE HALLIDAY DOORS, SERIES H1R (H20 LOAD RATED) OR APPROVED EQUAL W/ SAFETY FALL GRATING.
3. HEAVY DUTY FRAME AND COVER TO BE EAST JORDAN IRON V1610-3 SERIES OR EQUAL.
4. LIFTING EYES TO BE EMBEDDED #6 REBAR. GROUT FILL WHEN VAULT IS IN SIDEWALK, DRIVEWAY, AND/OR PARKING LOT.

Meter Size	By-Pass Size	A	B	C	D	E	F	G	Door Size
3"	2"	12'-2"	7'-10"	3'-0"	2'-6"	6'-9"	3'-6"	2'-0"	H1R-24-36
4"	2"	13'-8"	7'-10"	3'-0"	2'-6"	7'-0"	3'-6"	2'-0"	H1R-24-36

W-33 | 4 OF 6

WATER STANDARD DETAIL

FIRE FLOW METER VAULT INSTALLATION

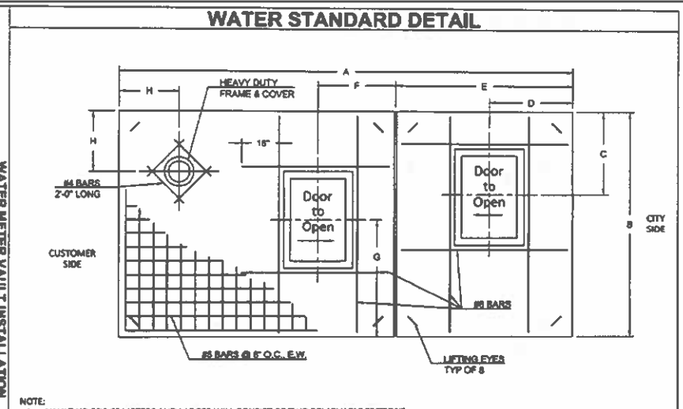


NOTE:
1. REINFORCING STEEL SHALL BE GRADE 60.
2. CONCRETE SHALL HAVE A MINIMUM 7 DAY COMPRESSIVE STRENGTH OF 3500 PSI.
3. VAULT DEPTH NOT TO EXCEED 8 FEET.
4. REINFORCING STEEL SHALL HAVE A MINIMUM 2" CLEAR SPACE FROM EXPOSED SURFACE.
5. FOR REINFORCING STEEL SCHEDULE, SEE WATER-METER VAULT SHEET W-40.

W-38 | 3 OF 5

WATER STANDARD DETAIL

WATER METER VAULT INSTALLATION



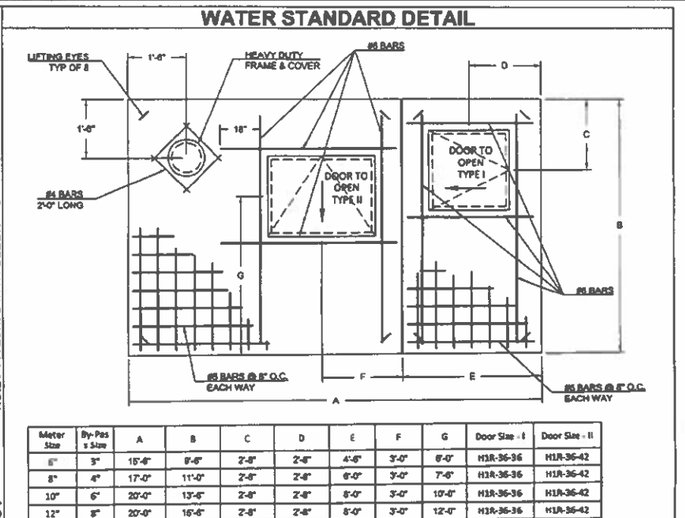
NOTE:
1. VAULT LID FOR 6" METERS AND LARGER WILL CONSIST OF TWO REMOVABLE SECTIONS.
2. PROVIDE WATER TIGHT SEAL BETWEEN LID SECTIONS AND WALLS IN ACCORDANCE WITH SEC. 932.08 (F) OF OKC STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR PUBLIC IMPROVEMENTS.
3. DOORS SHALL BE HALLIDAY DOORS, SERIES H1R (H20 LOAD RATED) OR APPROVED EQUAL W/ SAFETY FALL GRATING.
4. HEAVY DUTY FRAME AND COVER TO BE EAST JORDAN IRON V1610-3 SERIES OR EQUAL.
4. LIFTING EYES TO BE EMBEDDED #6 REBAR. GROUT FILL WHEN VAULT IS IN SIDEWALK, DRIVEWAY, AND/OR PARKING LOT.

Meter Size	By-Pass Size	A	B	C	D	E	F	G	H	Door Size
6"	3"	16'-4"	8'-2"	3'-0"	3'-0"	6'-4"	2'-8"	4'-3"	2'-2"	H1R-36-36

W-34 | 5 OF 6

WATER STANDARD DETAIL

FIRE FLOW METER VAULT INSTALLATION



Meter Size	By-Pass Size	A	B	C	D	E	F	G	Door Size - I	Door Size - II
6"	3"	15'-6"	9'-6"	2'-8"	2'-8"	4'-6"	3'-0"	8'-0"	H1R-36-36	H1R-36-42
8"	4"	17'-0"	11'-0"	2'-8"	2'-8"	6'-0"	3'-0"	7'-6"	H1R-36-36	H1R-36-42
10"	6"	20'-0"	13'-6"	2'-8"	2'-8"	8'-0"	3'-0"	10'-0"	H1R-36-36	H1R-36-42
12"	8"	20'-0"	16'-6"	2'-8"	2'-8"	8'-0"	3'-0"	12'-0"	H1R-36-36	H1R-36-42

W-39 | 4 OF 5

WATER STANDARD DETAIL

WATER METER VAULT INSTALLATION

Reinforcing Schedule for Concrete Vaults

Meter Size	By-Pass Size	Design No.	Depth (feet)	A	B	Wall Thickness	Floor Thickness	Vertical Bars Size	Vertical Bars Spacing	Horizontal Bars Size	Horizontal Bars Spacing	Top Thickness	Top Bars Size	Top Bars Spacing
3"	2"	1	5	12'-2"	7'-10"	8	10	4	12	4	12	8	5	8
		2	6	12'-2"	7'-10"	8	10	4	9	4	12	8	5	8
		3	7	12'-2"	7'-10"	8	10	5	12	4	12	8	5	8
		4	8	12'-2"	7'-10"	8	10	5	9	4	12	8	5	8
4"	2"	5	5	13'-8"	7'-10"	8	10	4	12	4	12	8	5	8
		6	6	13'-8"	7'-10"	8	10	4	9	4	12	8	5	8
		7	7	13'-8"	7'-10"	8	10	5	12	4	12	8	5	8
		8	8	13'-8"	7'-10"	8	10	5	9	4	12	8	5	8
6"	3"	9	5	16'-4"	8'-2"	8	10	4	12	4	12	8	5	8
		10	6	16'-4"	8'-2"	8	10	4	9	4	12	8	5	8
		11	7	16'-4"	8'-2"	8	10	5	12	4	12	8	5	8
		12	8	16'-4"	8'-2"	8	10	5	9	4	12	8	5	8

APPROVED
February 15 2023
Department of Environmental Quality
Water Quality Division

NOTES:
1. ALL REINFORCING REBAR SHALL BE GRADE 60.
2. TOP BARS SHALL BE PLACED IN TWO MATS. BAR SIZE AND SPACING SHALL IN EACH DIRECTION BE INCLUDED IN EACH MAT OF STEEL
3. FLOOR REINFORCING USE #4 BARS @ 12" C/C EACH WAY FOR THE TOP MAT AND THE BOTTOM MAT OF REINFORCING.
4. WALL, FLOOR AND TOP THICKNESS ARE IN INCHES. STEEL REINFORCEMENT SPACING IS IN INCHES.

W-35 | 6 OF 6

SHEET NUMBER W-STD-05

SCALE AS SHOWN

DATE: 08/27/14
DRAWN BY: JDS
CHECKED BY: MWS/EW

WATER STANDARD DETAILS

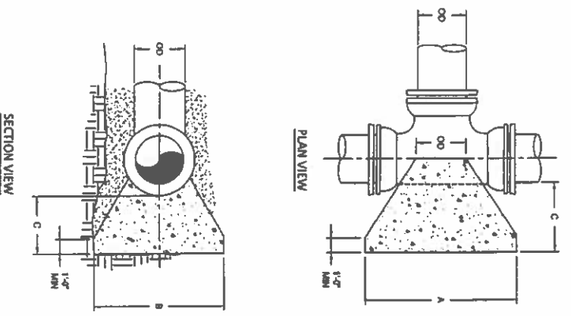
NO.	DATE	DESCRIPTION

The City of Oklahoma City
Utilities Department
Engineering Division

PLOTTED: Tuesday, August 26, 2014 10:24:45 AM
FILE PATH: Z:\STANDARD DETAILS & WATER METER SPECIFICATIONS\UPDATED STANDARD DETAILS 2014\WATER\FINAL SHEETS\WAT-STD-DET-2014-SIGNED.DWG

WATER STANDARD DETAIL

HORIZONTAL THRUST BLOCK - TEES, PLUGS, VALVES



W-44 | 1 OF 2

WATER STANDARD DETAIL

FIRE FLOW METER VAULT INSTALLATION

Reinforcing Schedule for Concrete Vaults

Meter Size	By-Pass Size	Design No.	Depth (feet)	A	B	Wall Thickness	Floor Thickness	Vertical Bars		Horizontal Bars		Top Thickness	Top Bars	
								Size	Spacing	Size	Spacing		Size	Spacing
6"	3"	9	5	15'-6"	9'-6"	8	10	4	12	4	12	8	5	8
		10	6	15'-6"	9'-6"	8	10	4	9	4	12	8	5	8
		11	7	15'-6"	9'-6"	8	10	5	12	4	12	8	5	8
		12	8	15'-6"	9'-6"	8	10	5	9	4	12	8	5	8
8"	4"	13	5	17'-0"	11'-0"	8	10	4	12	4	12	8	5	8
		14	6	17'-0"	11'-0"	8	10	4	9	4	12	8	5	8
		15	7	17'-0"	11'-0"	8	10	5	12	4	12	8	5	8
		16	8	17'-0"	11'-0"	8	10	5	9	4	12	8	5	8
10"	6"	17	5	20'-0"	13'-6"	8	10	4	12	4	12	8	5	8
		18	6	20'-0"	13'-6"	8	10	4	9	4	12	8	5	8
		19	7	20'-0"	13'-6"	10	11	5	12	4	12	8	5	8
		20	8	20'-0"	13'-6"	10	11	5	12	4	12	8	5	8
12"	6"	21	5	20'-0"	15'-6"	8	10	4	12	4	12	8	5	8
		22	6	20'-0"	15'-6"	8	10	4	9	4	12	8	5	8
		23	7	20'-0"	15'-6"	10	11	4	6	5	12	8	5	8
		24	8	20'-0"	15'-6"	10	11	5	6	5	12	8	5	8

NOTES:
1. ALL REINFORCING REBAR SHALL BE GRADE 60.
2. TOP BARS SHALL BE PLACED IN TWO MATS. BAR SIZE AND SPACING SHALL IN EACH DIRECTION BE INCLUDED IN EACH MAT OF STEEL
3. FLOOR REINFORCING USE #4 BARS @ 12" C/C EACH WAY FOR THE TOP MAT AND THE BOTTOM MAT OF REINFORCING.
4. WALL, FLOOR AND TOP THICKNESS ARE IN INCHES. STEEL REINFORCEMENT SPACING IS IN INCHES.

W-40 | 5 OF 5

WATER STANDARD DETAIL

HORIZONTAL THRUST BLOCK - TEES, PLUGS, VALVES

NOTES:

- SIZING OF THRUST BLOCK BASED ON THE FOLLOWING CONDITIONS:

  SOIL BEARING: 1500 PSI
  WORKING PRESSURE: 150 PSI
  SURGE PRESSURE: 100 PSI
  TOTAL DESIGN PRESSURE: 250 PSI
  FACTOR OF SAFETY: 1.5

- THRUST BLOCK CONCRETE TO BE 3500 PSI 7 DAY HIGH EARLY STRENGTH CONCRETE.
- WRAP FITTINGS AND/PIPE WITH 8 MIL POLYETHYLENE WRAPPING PRIOR TO POURING THRUST BLOCK.
- THRUST BLOCK TO BE POURED AGAINST UNDISTURBED EARTH. IF FILL IS REQUIRED, 95% COMPACTION IS REQUIRED FOR FILL MATERIAL.
- BEARING AREAS, VOLUMES, AND SPECIAL THRUST BLOCKING DETAILS SHOWN ON DRAWINGS TAKE PRECEDENCE OVER THIS PLAN.
- THRUST BLOCK DIMENSIONS CAN BE MODIFIED BUT MUST STILL MAINTAIN THE SURFACE AREA FOOTPRINT AGAINST THE SOIL.
- LEAVE ALL PIPE JOINTS COMPLETELY ACCESSIBLE. DO NOT POUR CONCRETE OVER ANY PIPE JOINTS.
- FITTINGS GREATER THAN 36-INCH REQUIRE CALCULATIONS FROM ENGINEER TO BE SUBMITTED FOR REVIEW.

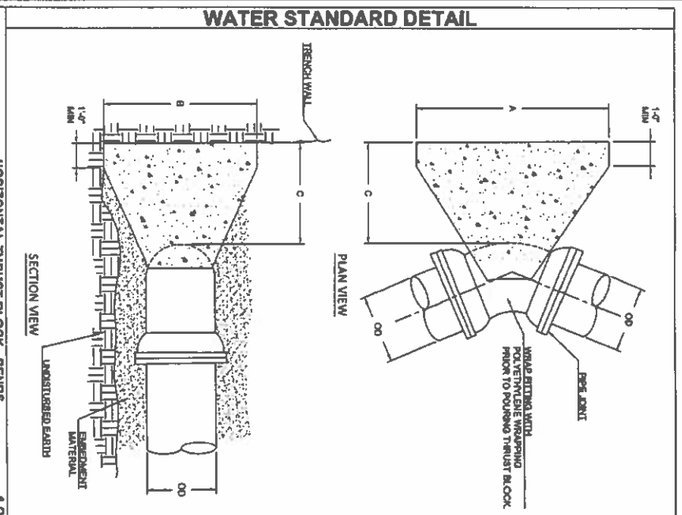
STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
February 15 2023
Rocky W. Chen, P.E.
Water Quality Division
D. Adam Divine, P.E.
Construction Permitting Section

Pipe Dia (in)	Thrust (Tons)	Dim "A" (ft)	Dim "B" (ft)	Dim "C" (ft)	Area (sf)	Volume (cy)
4	3.4	3.00	1.50	1.00	4.52	0.04
6	7.0	4.25	2.25	1.00	9.35	0.13
8	12.1	5.50	3.00	1.25	16.08	0.31
10	18.9	7.00	3.50	1.50	24.19	0.53
12	25.7	8.00	4.25	1.75	34.21	0.89
14	34.5	9.25	5.00	2.00	46.98	1.43
16	44.8	11.00	5.50	2.25	59.45	2.05
18	56.0	12.00	6.25	2.50	74.09	2.89
20	68.7	14.00	6.50	2.75	91.61	3.85
24	98.0	16.75	7.00	3.25	130.76	5.67
30	150.8	27.00	7.80	3.76	201.06	9.38

W-45 | 2 OF 2

WATER STANDARD DETAIL

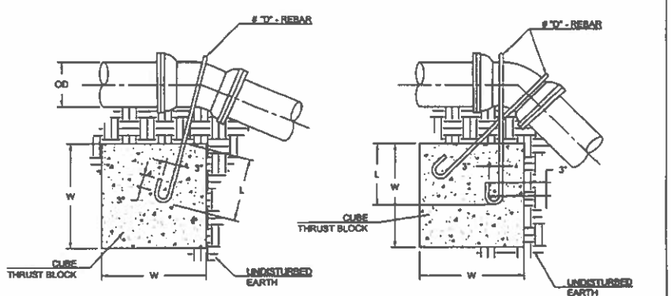
HORIZONTAL THRUST BLOCK - BENDS



W-41 | 1 OF 3

WATER STANDARD DETAIL

VERTICAL THRUST BLOCK - BENDS



ELEVATION VIEW

W-46 | 1 OF 2

WATER STANDARD DETAIL

HORIZONTAL THRUST BLOCK - BENDS

Thrust Force (Tons)

Pipe Dia (in)	90 Deg Bend	45 Deg Bend	22.5 Deg Bend	11.25 Deg Bend
4	0.02	2.60	1.32	0.67
6	9.92	5.37	2.74	1.37
8	17.06	9.23	4.71	2.36
10	25.66	13.89	7.06	3.56
12	36.29	19.64	10.01	5.03
14	48.75	26.38	13.45	6.76
16	63.05	34.12	17.40	8.74
18	79.19	42.86	21.85	10.98
20	97.17	52.59	26.81	13.47
24	138.63	75.02	38.25	19.22
30	213.26	115.41	58.84	29.56

Area of Thrust Block (sf)

Pipe Dia (in)	90 Deg Bend	45 Deg Bend	22.5 Deg Bend	11.25 Deg Bend
4	6.40	3.46	1.77	0.89
6	13.22	7.15	3.65	1.83
8	22.74	12.31	6.27	3.15
10	34.21	18.52	9.44	4.74
12	48.38	26.18	13.35	6.71
14	65.00	35.18	17.95	9.01
16	84.07	45.50	23.19	11.65
18	105.59	57.14	29.13	14.64
20	129.55	70.13	35.74	17.96
24	184.84	100.03	51.00	25.62
30	284.34	153.89	78.45	39.42

Volume of Thrust Block (cy)

Pipe Dia (in)	90 Deg Bend	45 Deg Bend	22.5 Deg Bend	11.25 Deg Bend
4	0.07	0.03	0.01	0.00
6	0.20	0.09	0.05	0.01
8	0.42	0.19	0.07	0.02
10	0.64	0.35	0.15	0.05
12	1.50	0.57	0.21	0.08
14	2.25	0.95	0.33	0.12
16	3.26	1.32	0.51	0.17
18	4.34	1.96	0.72	0.24
20	5.41	2.61	0.95	0.33
24	8.27	4.22	1.52	0.57
30	14.49	7.13	3.01	1.08

NOTES:

- SIZING OF THRUST BLOCK BASED ON THE FOLLOWING CONDITIONS:

  SOIL BEARING: 1500 PSI
  WORKING PRESSURE: 150 PSI
  SURGE PRESSURE: 100 PSI
  TOTAL DESIGN PRESSURE: 250 PSI
  FACTOR OF SAFETY: 1.5

- THRUST BLOCK CONCRETE TO BE 3500 PSI 7 DAY HIGH EARLY STRENGTH CONCRETE.
- WRAP FITTINGS AND/PIPE WITH 8 MIL POLYETHYLENE WRAPPING PRIOR TO POURING THRUST BLOCK.
- THRUST BLOCK TO BE POURED AGAINST UNDISTURBED EARTH. IF FILL IS REQUIRED, 95% COMPACTION IS REQUIRED FOR FILL MATERIAL.
- BEARING AREAS, VOLUMES, AND SPECIAL THRUST BLOCKING DETAILS SHOWN ON DRAWINGS TAKE PRECEDENCE OVER THIS PLAN.
- THRUST BLOCK DIMENSIONS CAN BE MODIFIED BUT MUST STILL MAINTAIN THE SURFACE AREA FOOTPRINT AGAINST THE SOIL.
- LEAVE ALL PIPE JOINTS COMPLETELY ACCESSIBLE. DO NOT POUR CONCRETE OVER ANY PIPE JOINTS.
- FITTINGS GREATER THAN 36-INCH REQUIRE CALCULATIONS FROM ENGINEER TO BE SUBMITTED FOR REVIEW.

W-42 | 2 OF 3

WATER STANDARD DETAIL

VERTICAL THRUST BLOCK - BENDS

Type A Restraint

Pipe Dia	Bend (deg)	Side of Cube (W)	Bar Dia (D)	Embedment (L)	Volume
(inches)	(deg)	(ft)		(ft)	(cy)
4	11.25	2.00	#5	2.00	0.3
	22.50	2.75	#5	2.00	0.7
6	11.25	2.75	#5	2.00	0.7
	22.50	3.50	#6	2.00	1.4
8	11.25	3.25	#5	2.00	1.2
	22.50	4.00	#6	2.00	2.3
12	11.25	4.00	#6	2.00	2.5
	22.50	5.25	#8	3.00	4.9
16	11.25	5.00	#7	3.00	4.3
	22.50	6.25	#7	4.00	8.6
20	11.25	5.75	#8	3.50	6.7
	22.50	7.25	#8	4.00	13.2
24	11.25	6.50	#8	4.00	9.5
	22.50	8.00	#8	4.00	16.9
30	11.25	7.50	#8	4.00	14.8
	22.50	9.25	#8	4.00	29.1

Type B Restraint

Pipe Dia	Bend (deg)	Side of Cube (W)	Bar Dia (D)	Embedment (L)	Volume
(inches)	(deg)	(ft)		(ft)	(cy)
4	45.00	3.25	#5	2.00	1.3
6	45.00	4.25	#5	2.50	2.8
8	45.00	5.00	#6	2.00	4.6
12	45.00	6.50	#6	4.00	9.7
16	45.00	7.75	#6	4.00	16.9
20	45.00	9.00	#6	4.00	26.0
24	45.00	10.00	#8	4.00	37.0
30	45.00	12.00	#8	4.00	57.0

NOTES:

- SIZING OF THRUST BLOCK BASED OFF THE FOLLOWING CONDITIONS:

  SOIL BEARING: 1500 PSI
  WORKING PRESSURE: 150 PSI
  SURGE PRESSURE: 100 PSI
  TOTAL DESIGN PRESSURE: 250 PSI
  FACTOR OF SAFETY: 1.5

- THRUST BLOCK CONCRETE TO BE 3500 PSI 7 DAY HIGH EARLY STRENGTH CONCRETE.
- WRAP FITTINGS AND/PIPE WITH 8 MIL POLYETHYLENE WRAPPING PRIOR TO POURING THRUST BLOCK.
- THRUST BLOCK TO BE POURED AGAINST UNDISTURBED EARTH. IF FILL IS REQUIRED, 95% COMPACTION IS REQUIRED FOR FILL MATERIAL.
- BEARING AREAS, VOLUMES, AND SPECIAL THRUST BLOCKING DETAILS SHOWN ON DRAWINGS TAKE PRECEDENCE OVER THIS PLAN.
- THRUST BLOCK DIMENSIONS CAN BE MODIFIED BUT MUST STILL MAINTAIN THE SURFACE AREA FOOTPRINT AGAINST THE SOIL.
- LEAVE ALL PIPE JOINTS COMPLETELY ACCESSIBLE. DO NOT POUR CONCRETE OVER ANY PIPE JOINTS.
- EPOXY COATED REBAR MINIMUM STRESS YIELD STRENGTH OF REBAR IS 60 KSI.
- FITTINGS GREATER THAN 36-INCH REQUIRE CALCULATIONS FROM ENGINEER TO BE SUBMITTED FOR REVIEW.

W-47 | 2 OF 2

WATER STANDARD DETAIL

HORIZONTAL THRUST BLOCK - BENDS

Dimension "A" (ft)

Pipe Dia (in)	90 Deg Bend	45 Deg Bend	22.5 Deg Bend	11.25 Deg Bend
4	3.75	2.75	1.75	1.25
6	5.25	3.50	2.50	2.00
8	7.50	5.00	3.50	2.50
10	8.50	6.25	4.25	3.00
12	9.75	7.50	5.50	4.00
14	12.00	8.50	6.00	4.50
16	13.50	9.00	6.75	4.75
18	18.25	10.50	7.25	5.50
20	19.25	11.75	8.50	6.00
24	25.50	15.00	10.25	10.25
30	34.50	20.50	12.00	8.75

Dimension "B" (ft)

Pipe Dia (in)	90 Deg Bend	45 Deg Bend	22.5 Deg Bend	11.25 Deg Bend
4	1.75	1.25	1.00	0.75
6	2.50	2.00	1.50	1.00
8	3.00	2.50	1.75	1.25
10	4.00	3.00	2.25	1.50
12	5.00	3.50	2.50	1.75
14	5.50	4.25	3.00	2.00
16	6.25	4.75	3.50	2.50
18	6.50	5.50	4.00	2.75
20	6.75	6.00	4.25	3.00
24	7.25	6.75	6.00	2.50
30	8.25	7.50	6.25	4.50

Dimension "C" (ft)

Pipe Dia (in)	90 Deg Bend	45 Deg Bend	22.5 Deg Bend	11.25 Deg Bend
4	0.88	0.63	0.50	0.38
6	1.25	1.00	0.75	0.50
8	1.50	1.25	0.88	0.63
10	2.00	1.50	1.13	0.75
12	2.50	1.75	1.25	0.88
14	2.75	2.13	1.50	1.00
16	3.13	2.38	1.75	1.25
18	3.25	2.75	2.00	1.38
20	3.38	3.00	2.13	1.50
24	3.63	3.38	2.50	1.25
30	4.13	3.75	3.13	2.25

W-43 | 3 OF 3

SHEET NUMBER: W-STD-06

SCALE: AS SHOWN

DRAWN BY: JRS | DATE: 08/07/14
CHECKED BY: MWSE,RW

NO.	DATE	DESCRIPTION

WATER STANDARD DETAILS

The City of Oklahoma City
Utilities Department
Engineering Division

Agenda: 03/21/2023
Item: 15

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: March 15, 2023
Subject: Amendment to Ordinance 31.17

BACKGROUND

During the meeting of March 7, 2023 the Council voted to change 31.17 to allow the mayor and council members to take $0.00 in compensation upon their election and assumption of office. So, a proposed ordinance has been prepared and submitted to council for approval. As indicated during the March 7, 2023 meeting, the change in the compensation will not be effective during the current term of anyone who is currently sitting on the council. However, after the next election cycle, the mayor and the four members of council elected will be permitted to take $0.00 as compensation for the term for which they were elected. At each subsequent election, members of the council may elect to take the salary or $0.00 as compensation as set forth in the ordinance. The election continues throughout the term. This means if a member elects to take $0.00 as compensation, they cannot during the term change his or her mind. That member must wait until the next election is completed in order to decide his or her compensation for the elected term.

RECOMMENDATION

1. Approval of ordinance change.

ADDITIONAL COMMENTS



ORDINANCE NO. 2045

AN ORDINANCE AMENDING SECTION 31.17 OF THE CITY OF BETHANY, OKLAHOMA CODE OF ORDINANCES GOVERNING COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS TO PERMIT OFFICERS TO DECLINE A SALARY FOR HIS OR HER TERM.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA:

SECTION 1. The City Council of the City of Bethany, Oklahoma, hereby determines it necessary and expedient to amend Section 31.17 of the City of Bethany Code of Ordinances, which are described hereinafter:

SECTION 2. Section 31.17 currently states:

(A) (1) The Mayor shall receive a salary of $4,200 annually, payable at $350 per month.

(2) The Mayor shall also be paid up to $100 per month, on an accountable plan, for expenses incurred in carrying out his or her duties and attending to business of the city.

(3) This section, however, shall not prohibit the City Council from approving additional expense reimbursement for the Mayor for non- routine expenses.

(B) Each Council member shall receive a salary of $2,400 annually, payable at $200 per month.

(C) The salaries provided herein are intended to fully compensate the Mayor and Council members for attendance at all meetings of the City Council, regular or special, for attendance at all meetings of standing committees to which they may be assigned, for training and for all other time required of them to conscientiously fulfill the obligations of their office.

SECTION 3. Section 31.17 is amended as follows:

(A) (1) The Mayor shall receive a salary of $4,200 annually, payable at $350 per month.

(2) The Mayor shall also be paid up to $100 per month, on an accountable plan, for expenses incurred in carrying out his or her duties and attending to business of the city.

(3) This section, however, shall not prohibit the City Council from approving additional expense reimbursement for the Mayor for non- routine expenses.

(B) Each Council member shall receive a salary of $2,400 annually, payable at $200 per month.

(C) The salaries provided herein are intended to fully compensate the Mayor and Council members for attendance at all meetings of the City Council, regular or special, for attendance at all meetings of standing committees to which they may be assigned, for training and for all other time required of them to conscientiously fulfill the obligations of their office.

(D) The Mayor or any Council Member upon their election, appointment or reelection may elect not to receive a salary and shall receive $0.00 compensation for the entirety of the term for which they were elected, appointed or reelected. Provided, the City Council may approve expense reimbursement for the Mayor for expenses incurred in carrying out his or her duties and attending to business of the city.

(E) Neither the Mayor nor any Council Member is eligible to receive any benefits offered by the City of Bethany, including but not limited to health insurance, life insurance, or disability insurance. Provided, however, the Mayor or any Council Member who are eligible to receive benefits as former employees or retirees of the City of Bethany may continue to receive such benefits.

SECTION 4.

If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

END

The foregoing ordinance was introduced before the Bethany City Council on the _____ day of _____, 202__, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, 202__, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.)

ATTEST: MAYOR

_____ _____

CITY CLERK

Approved as to form and legality on _____, 202____.

CITY ATTORNEY

_____

Agenda: 03/21/2023
Item: 16

BETHANY CITY COUNCIL

From: Elizabeth A. Gray
Date: March 13, 2023
Subject: Ward Four Appointment to the Board of Adjustment

Background

The Bethany Code of Ordinances provides the following concerning the appointment of Board of Adjustment members:

§ 158.085 CREATION AND MEMBERSHIP

(A) There is hereby created within and for the city the Board of Adjustment consisting of five members who shall be qualified electors of the city.

(B) (1) One member shall be appointed for each ward in the city and one member shall be at large. Each ward member shall be appointed for a term of three years by the Council.

(2) The member at large shall be appointed by the Mayor. They shall serve until their successors are appointed and qualified unless sooner removed for cause upon written complaint and public hearing.

(3) All vacancies in office shall be filled for the unexpired term.

(4) Before entering upon the duties of office, each member shall take and subscribe to the oath of office as prescribed by law and ordinance.

(Prior Code, § 13-120) (Ord. 1242, passed 7- -83; Am. Ord. 1974, passed 8-6-19)

Statutory reference:
Creation of board of adjustment, powers and the like, see 11 O.S. §§ 44-101 et seq.

Vice-Mayor Magirowsky and Council Member Jeff Knapp would like your consideration of approval for their appointment of Keith Burlison to the Board of Adjustment to serve a three-year term that would expire in 2026. Mr. Burlison has submitted a board application and resume for your review (attached).

RECOMMENDATION

1. As develops during the meeting.

ADDITIONAL COMMENTS

City of Bethany
BOARD APPLICATION FORM

Choose the board or committee you are applying for:

✓ Board of Adjustment ____ Bethany Economic Development Authority

____ Planning and Zoning Commission ____ Other:_____

Name: Keith Burlison		In which Ward do you reside: 4
Street Address: 2909 Oakridge Dr.		
City: Bethany	State: OK	Zip Code: 73008
Home Phone:	Cell Phone: [redacted]	
Email Address: [redacted]		
Occupation: Chief Technology Officer for Enterprise Service Center		

Serving on a board or commission can be time consuming. Does your schedule allow attendance at regularly scheduled meetings?	✓ Yes ____ No
If appointed, are you willing to comply with the City of Bethany Conflict of Interest Policy as stated in Section 7.5 (c) of the City Charter? *c) Any member of the Council or any board, commission, or other authority who has a direct personal or private interest in any question before the body of which he is a member shall abstain from voting thereon. Violation of this section shall constitute cause for removal from office for members of any board, commission, or other authority of the City government. Provided, however, a violation of this section shall not affect the validity of any action taken by the City Council or any other board or commission of the City.*	✓ Yes ____ No

Education and Hobbies

Level	Certificate / Degree / Major	Name of School
High School	Grad 1983	PCW
College	BS - MSCS, MBA	Oklahoma State University - Stillwater
Trade or Business School		

Hobbies: Hiking, Hunting, Camping

It is suggested that you include a cover letter and resume with your application.

I understand that this application does not guarantee an appointment to any board or committee. Appointments are approved by a City Council majority vote and this application is subject to the Open Meeting Act and Open Records Act.

Signature: KEITH E BURLISON Digitally signed by KEITH E BURLISON Date: 2023.03.13 15:50:43 -05'00' **Date:**_____

Keith Eric Burlison, MBA, PMP

PERSONAL INFORMATION

Name: Keith Eric Burlison, MBA, PMP

Address: 2909 Oakridge Drive
Bethany, Oklahoma, 73008

[redacted]

EDUCATION

Putnam City West High School, Oklahoma City, Oklahoma, May, 1983

Bachelor of Science Degree in Management Science and Computer Systems, Oklahoma State University, Stillwater, Oklahoma, May, 1987

Master of Business Administration, Oklahoma State University, Stillwater, Oklahoma, May, 1989

WORK EXPERIENCE

MANAGEMENT / SUPERVISION EXPERIENCE

- Four years as CTO and CDO of ESC
- Thirteen years Director of Emerging Technology / Enterprise Architecture
- Four years Deputy Director (160+ employees and contractors)
- Seven years Division Manager (50+ employees and contractors)
- Six years Technical Manager of Delphi Project Management Office
- Two years Team Coordinator / Branch Manager (25+ employees)
- Three years Task Leader for Information Systems development
- Managed design, development, and implementation of IS projects
- Responsible for team development and employee growth
- Responsible for multimillion dollar budget
- Developed and conducted management briefings to all levels of management

CONOLOGICAL WORK EXPERIENCE

Director – FV-334-K January 2009 to Present
Federal Aviation Administration (FAA) Supervisor: Rod Sloan
6500 S. MacArthur Blvd. (405) 954-8897
Oklahoma City, OK 73125 Contact: Yes

Mr. Burlison currently serves as the Chief Technical Officer (CTO) and Chief Data Officer (CDO) for the for the Enterprise Services Center (ESC) at the FAA Mike Monroney Aeronautical Center (MMAC). He is also the manager of the Enterprise Architecture and Change Management Team for the Enterprise Services Center (ESC).

* Responsible for evaluating and setting the overarching technology infrastructure at ESC
* Provide strategic technical direction on all IT elements of the organization
* Utilizes the Scaled Agile Framework (SAFe) to efficiently manage team workloads
* Develop, maintain, and facilitate implementation of a sound and integrated IT architecture for ESC
* Team member on the MMAC Big Data Analytics Working Group (DAWG)
* Presents presentations and recommendations to all levels of DOT/FAA Management
* Responsible for the management and tracking of data assets in ESC
* Utilizing SAFe framework to develop a DevSecOps environment to efficiently develop IT systems and applications in ESC and identify application and infrastructure security issues at the beginning of the development cycle.
* Technical Advisor for the standup of the Enterprise Data Warehouse and Business Intelligence (EDWBI) system.
* Guide and advise team members on ESC's development of a ZeroTrust Architecture
* Responsible the selection and implementation of the ESC Data Delivery Solution
* Responsible for the enterprise-wide management of ESC data assets
* Established the ESC Technical Review Board (ESC TRB) to conduct comprehensive evaluations of all threshold IT projects and present results to the ESCMT.
* Serve as the Chair of the Technical Review Board (ESC TRB)
* Serve as Chair of the ESC Requirements Review Board.
* Communicate all ESC IT projects to the ESCMT and obtain Program Director endorsement and support.
* Ensure the TRB conducts IT architecture management and IT capital planning process improvement activities
* Provide consulting advice and other assistance to the ESC Program Directors to ensure information technology is acquired and information resources are managed according to ESC missions and objectives and the ESC capital planning process.
* Conduct strategic analysis of the IT investment portfolio and issue IT strategic planning guidance through the creation of ESC ET White Papers.
* Promote the effective and efficient design and operation of all major IT processes
* Serve as the primary coordinator of all ESC Oracle Licenses.

Deputy Program Director – FV-334-K February 2004 to January 2009
Federal Aviation Administration (FAA) Supervisor: Bob Stevens
6500 S. MacArthur Blvd. (405) 954-3203
Oklahoma City, OK 73125 Contact: Retired

Mr. Burlison served as the Deputy Program Director for the Office of Application Systems (AME) of the Enterprise Services Center (ESC) at the FAA Mike Monroney Aeronautical Center (MMAC).

* Responsible for the business management operations of AME.
* Develop strategic plans for the Office of Application Systems (ESC).
* Assist AME Director in developing the mission, vision, and organizational structure for the AME Directorate.
* Responsible for setting strategic vision of AME.

* Evaluate Employee Performance, provide corrective action as needed, and identify areas of improvement.
* Evaluate and rank managers on Superior Contribution Increases. This is the FAA's method of rewarding performance based pay.
* Set up incident tracking system to measure metrics for Lean Six Sigma project to improve quality of system development
* Transitioned system deployment methodology to utilize quarterly release schedules. This improved quality in system releases by 200%.
* Established special team to development, transition, and implement Service Orienited Architecture (SOA) on key systems located in ESC.
* Train personnel on the development of project work schedules, work plans, status reports and management briefings.
* Division Managers report directly to me.

Division Manager – FV-334-K July 1997 to February 2004
Federal Aviation Administration (FAA) Supervisor: Bob Stevens
6500 S. MacArthur Blvd. (405) 954-3201
Oklahoma City, OK 73125 Contact: Retired

Mr. Burlison served as the Division Manager for the Enterprise Technical Management Division for the Office of Enterprise Systems (AME) at the FAA Mike Monroney Aeronautical Center (MMAC).

* Technical Project Manager for the implementation of the Delphi project. This project implemented the Oracle Federal Financial Application to replace the current legacy accounting system. All DOT agencies, plus TSA (DHS), were successfully implemented on to the Delphi system. Responsible for the evaluation, selection, and implementation of all hardware, software, and development applications associated with the Delphi project.
* Responsible for the management of the Departmental Accounting Financial Information System (DAFIS) which provides accounting functions and financial information solutions to all Department of Transportation agencies.
* DOT Implementation manager for the FAA conversion from DAFIS to Delphi. Built successful partnership and team working environment between the FAA and DOT implementation team
* Responsible for management of the Year 2000 renovation to DAFIS system.
* Management of Project Budget in excess of 25 million dollars.
* Develop and conduct management briefings to all levels of management.
* Worked with MMAC Director and Deputy to develop a strategic plan to implement the Enterprise Service Center at the MMAC.
* Assist AME Director in developing the mission, vision, and organizational structure for the AME Directorate.
* Responsible for setting strategic vision of the division.
* Evaluate Employee Performance, provide corrective action as needed, and identify areas of improvement.
* Evaluate and rank employees on SCI's.
* Train personnel on the development of project work schedules, work plans, status reports and management briefings.

Division Manager- FG-334-15 February 1997 to July 1997
Federal Aviation Administration (FAA) Supervisor: Leo Epperson
6500 S. MacArthur Blvd. (405) 954-3201
Oklahoma City, OK 73125 Contact: Retired

Mr. Burlison served as the Division Manager for the Technology Support Division (AMI-300) for the Office of Information Services (AMI) at the FAA Mike Monroney Aeronautical Center (MMAC).

* Responsible for the management of the MMAC's Telecommunications Management and Operations Team. This team is responsible for the planning and operation of the MMAC's telecommunications infrastructure for voice, data, and video commutations.
* Responsible for the management of the FAA's Integrated Support Team, which maintains administrative systems on the mainframe, file servers, database servers, and web servers.

Team Coordinator / Branch Manager November 1994 to February 1997
GS-334-14
Federal Aviation Administration (FAA) Supervisor: Linda Ritchie
6500 S. MacArthur Blvd. (405) 954-0850
Oklahoma City, OK 73125 Contact: Retired

Mr. Burlison served as a Team Coordinator for the Human Resource Management Automation Team (AMI-400C) of the FAA Mike Monroney Aeronautical Center (MMAC).

* Developed project work schedules, work plans, status reports and management briefings
* Responsible for team and employee development
* Developed and conduct briefings to team members and upper management
* Managed development and implementation of a national state-of-the-art client/server system (SWIFT)
* Responsible for the evaluation, selection, and implementation of all hardware, software, and development applications associated with the SWIFTproject.
* Provided training in the areas of project management, systems analysis, and programming for the development of information systems

Computer Systems Analyst / Project Leader January 1993 to November 1994
GS-334-13
Federal Aviation Administration (FAA) Supervisor: Danny Russell
6500 S. MacArthur Blvd. (405) 954-3201
Oklahoma City, OK 73125 Contact: Retired

Mr. Burlison served as a Computer Systems Analyst with the Microcomputer Technology Division (AMI-600) of the FAA Mike Monroney Aeronautical Center (MMAC).

* Provided task management, systems analysis and engineering, and programming for the development of information systems
* Developed standards, policies, and procedures for IS application development

Senior Systems Analyst Programmer / Task Leader January 1992 to January 1993
KENROB and Associates, Inc. Supervisor: Bill Jones
Oklahoma City, OK (405)
Contact: No Longer with Company

Mr. Burlison served as a Senior Systems Analyst with the Microcomputer Support Branch (AMI-120) of the FAA Aeronautical Center (AC).

* Provided project management, systems analysis and programming for the development of IS applications
* Designed, developed and implemented client/server budget system
* Gathered requirements and developed functional specifications

Database Specialist / Senior Analyst August 1990 to January 1992
OAO Corporation Supervisor: Jim Nelson
8512 S. Pennsylvania (405) 682-3331
Oklahoma City, OK 73159 Contact: Retired

Mr. Burlison served as an Automated Data Processing (ADP) Technical Specialist for OAO Corporation.

* Developed project work plans and time and staffing requirements
* Developed functional specifications and system test plans
* Developed automation alternatives and recommendations
* Created system documentation
* Provided systems analysis, database design and development, and system programming
* Wrote technical sections in Request for Proposals

Staff Consultant May 1989 to August 1990
J. Huber & Associates Supervisor: Jim Wiederholt
7136 South Yale Avenue (918) 481-0325
Tulsa, Oklahoma 74136 Contact: No Longer with Company

Mr. Burlison served as a consultant with J. Huber and Associates for several manufacturing firms located throughout the U.S.

* Provided project management and technical expertise
* Managed development and design of a plant layout utilizing the manufacturing cell technique
* Managed project for the development of an automated central stores stock locator system
* Developed procedures and disciplines for accurate labor and production reporting
* Managed project for the development of an improved paint room and painting process
* Conducted team meetings utilizing various brain storming techniques

Automation Specialist / Budget Analyst May 1987 to May 1989
GS-840-07
Federal Aviation Administration (FAA) Supervisor: Neil Reese/Judy Popman
6500 S. MacArthur Blvd. Contact: Retired
Oklahoma City, OK 73125

In this position, Mr. Burlison served as a Budget Analyst / Automation Specialist with the Budget Division (AC-30) of the FAA Aeronautical Center (AC). Mr. Burlison was a COOP Student during this assignment while working to obtain his MBA.

* Provided systems analysis and programming and ADP technical expertise
* Developed automated processes for the budget analysts
* Designed, developed, and implemented a budget reporting system
* Recommended and installed computer systems and software applications

OTHER QUALIFICATIONS

PROFESSIONAL DEVELOPMENT COURSES

- Systems Thinking (SYT), FLLI, February 2020
- Executive Education Partnership Program, OSU and OU, July 2019
- Leading Organizational Change (LOC), FLLI, April 2019
- Business Analytics Workshop, OSU Spears School of Business, November 2018
- ITIL Service Strategy Course, ITSM Academy, August 2017
- ITIL Foundation in IT Service Management, May 2013

- Wood badge Leadership, BSA, May 2013
- Executive Education Partnership Program, OSU and OU, July 2009
- FAA Decision Making for Senior Managers, Federal Executive Institute, 2007
- ISO 9001:2000 Understanding & IQA – FAA, Moore Norman Technology Center, November 2007
- Lean Six Sigma Champion Training, Air Academy Associates, February 2007
- Project Management Institute. Building a Next-Generation Program Management Office and Portfolio Management, Advanced Project Quality and Six Sigma Management Method, Leadership, Power, Influence, Politics, and Negotiation in Project Management, July 2007
- Project Management Professional Program, OCU, August 2006
- Best Practices in Project Management, International Institute for Learning, February 2005
- Project Management Professional Certification, New Horizons, July 2003
- Recognizing & Avoiding EEO Claims, FAA, April 2002
- ORACLE Master's Program, Implementation Team Member, Oracle Applications, Oracle Education Services, Dallas, TX, April 15, 1999
- Process Improvement, MMAC AMI, 1999
- Oracle Public Sector General Ledger, Oracle Education, June 1998
- Introduction to Oracle Financials, Oracle Education, June 1998
- Oracle Assets, Oracle Education, June 1998
- Oracle Public Sector Receivables, Oracle Education, June 1998
- Oracle Projects: Project Costing, Oracle Education, June 1998
- Oracle Projects: Project Billing, Oracle Education, June 1998
- Oracle Applications System Administration, Oracle Education, June 1998
- Oracle Financials Technical Foundation, Oracle Education, June 1998
- Oracle Define Flex fields, Oracle Education, September 1998
- Oracle Alert, Oracle Education, September 1998
- Oracle Discoverer for End Users, Oracle Education, October 1998
- Oracle Financial Analyzer for End Users, Oracle Education, October 1998
- Leadership Bethany, Bethany Chamber of Commerce, 1997
- Oracle Database Administration, Oracle Education, December 1997
- LDP, FAA, September 1997
- Introduction to the Capability Maturity Model, Software Engineering Institute, September 1995
- Administer the Oracle 7 Database, Oracle Education, February 1994
- Enterprise Engineering, James Martin Government Consulting, Washington D.C., September, 1994
- Data Modeling and Database Design, Oracle Education, June 1992
- Oracle Version 6 Database Architecture, Oracle Education, March 1992
- Introduction to Distributed Systems with Oracle, Oracle Education, March 1992
- Oracle Version 6 Database Administration, Oracle Education, March 1992
- Introduction to Oracle for Developers, Oracle Education, April 1992
- Oracle Tuning V7, Oracle Education, June 1992
- ORACLE Master's Program, Database Administration, Oracle Education Services, Dallas, TX, August 1992
- Macros Programming with Lotus 1-2-3, OSU Technical Branch, February, 1989
- Executive Interaction XI, OSU, April 1989
- Investment in Excellence, OCCC, May 1988
- 3System Installation and Support, 3Com Corporation, August 1988
- 3Com Network User Course, Entre' Computer Center, July 1987
- 3Com Network Administrator, Entre' Computer Center, July 1987
- Smart Developer, Innovative Software, June 1987

COMPUTER / MANAGEMENT INFORMATION SYSTEM SKILLS

Operating Systems: IBM OS/MVS, TSO/PSPF, PC/MSDOS, ATT/UNIX, DEC/Thru 64 UNIX, VAX/VMS, Windows

Programming Languages: COBOL, Fortran 77, PL/1, Pascal, SAS, Basic, Quick Basic, Siman Simulation, PL/SQL, Smart Developer, Xbase, C#, .Net

Software Applications: Tableau, Oracle OBIEE, Oracle Business Intelligence, PowerBuilder V2-5, AutoCad, Harvard Graphics, Word Perfect, Word Star, Word for Windows, Excel, Oracle SQL*Plus, Oracle SQL*ReportWriter, Oracle SQL*Forms, Lotus 1-2-3, Smart Software, Formtool, PC Tools, Animator, PC Paint, Lindo, Charisma, Arts & Letters, LightShip

Database Management Systems: Oracle RDBMS, SQL Anywhere, Watcom, dBase III&IV, Superbase

Enterprise Resource Planning (ERP) Systems: Oracle Enterprise Business Suite

Hardware: Mainframes: IBM 3090, Data General MV20000; Minis: Oracle Exadata, Oracle Exalytics, NCR 3450 & 3455, VAX 11/785, Compaq GS Series, DEC Alpha; Micros: IBM compatibles Pentiums, 804866's, 80386's, 80286's and 8088's

System Engineering: SAFe, ITIL, IDEF1X, IDEF0, ERwin, BRwin, James Martin Information Engineering Methodologies, Software Engineering Institute Capability Maturity Model, Oracle CASE tools, Oracle Application Implementation Methodology (AIM), Computer Services Corporation (CSC) Catalyst Methodology, Andersen Consulting Foundation Method/1 & Design/1 Tools

ASSOCIATIONS AND CERTIFICATIONS

- Project Manager Professional – PMP – Project Management Institute
- American Production and Inventory Control Society
- Boy Scouts of America – Assistant Scout Master
- Leadership Bethany
- Oklahoma Racing Association
- Toastmasters
- Fellowship of Christian Athletes

LEADERSHIP ACTIVITIES

- Project Management Institute Oklahoma City (PMIOKC) Board Member – President, 2021-2023
- Project Management Institute Oklahoma City (PMIOKC) Board Member – VP of Membership, 2019-2020
- Project Management Institute Oklahoma City (PMIOKC) Board Member – Past President, 2014-2015
- Project Management Institute Oklahoma City (PMIOKC) Board Member – President, 2012-2013
- Project Management Institute Oklahoma City (PMIOKC) Board Member – VP of Membership, 2010-2011
- Project Management Institute Oklahoma City (PMIOKC) Board Member – Director at Large, 2009-2010
- Oklahoma State University MBA Advisory Concil, 2006-2007
- Boy Scouts of America, Assistant Scout Master, 2013 – Present
- Boy Scouts of America, WEBLOS Den Leader, 2009-2013

HONORS AND AWARDS

- Superior Accomplishment Award for Cloud Profile Assessments and Cloud Strategy, September 2019
- Superior Accomplishment Award for EA and customer collaboration, March 2017
- Certificate of Appreciation, Aviator Project, May 2014
- Superior Accomplishment Award for AME Cost Savings, August 2012
- Superior Accomplishment Award for AME Contract Management, August 2011
- Certificate of Appreciation, CARS, January 2010

- Superior Accomplishment Award for Business Transformation Team, September 2010
- Certificate of Appreciation, Car Allowance Rebate System, 2009
- Certificate of Appreciation, Association of Information Technology Professionals (AITP), April 2009
- Special Achievement Cash Award for creating the ET, July 2009
- Special Achievement Cash Award for Department of Labor Oracle Bid Team, August 2008
- Group Accomplishment Award, August 2008
- Accomplishment Award for 11.5.10 Upgrade, June 2007
- Superior Accomplishment Award, August 2006
- Superior Accomplishment Award, July 2005
- Accomplishment Award for Delphi Program Management, August 2004
- Superior Accomplishment Award, Conversion of FHWA, FMC, VOPLE, MARAD, and upgrade to 11.5.8, 2003
- Superior Accomplishment Award, Conversion of FTA and NHTSA and 11i upgrade, 2002
- Congratulations Memorandum, Do-It-Yourself Website, December 2000
- Superior Accomplishment for successful implementation of Delphi Pilot, May 2000
- Accomplishment Award for exceptional service in AMI-500, October 2000
- Accomplishment Award for ARC Y2K System Support, March 2000
- Accomplishment Award in recognition of exception service inAMI-500, October 1999
- Letter of Appreciation for outstanding support of DAFIS and Delphi, October 1998
- Lump Sum Monetary Recognition for DAFIS Year 2000 software renovation project, September 1998
- Superior Accomplishment Award for leadership during Delphi Solution Demonstration Lab, September 1998
- Superior Accomplishment Award for work on Delphi Program Charter, Reporting Procedures, Program Quality Plan, and Program Work plan, July 1998
- On the Spot Award for leadership in developing implementation strategies for the financial Commercial Off the Self(COTS)transition team, September 1997
- National Performance Review by Al Gore, 1996
- National Hammer Award from Al Gore, 1996
- Performance Award in support of the Personnel/Payroll Workgroup, September 1996
- Memorandum of Appreciation for contributions to the Selections WithIn Faster Times (SWIFT project, July 1996
- Letter of Commendation from the Administrator and Deputy Administrator, April 1996
- Superior Accomplishment Award for leadership and management of the Selections WithIn Faster Times project, 1996
- On the Spot Award from AAD for participation on the Payroll and Personnel Workgroup in 1996
- On the Spot Award from AMI-400 for leadership abilities and team development in 1996
- Group Superior Accomplishment Award for the development of the obligation and spending target module of the Automated Budget System, 1993
- Letter of Appreciation, Program and Resource Management Division, June 1993
- Letter of Appreciation, Budget Division MMAC, 1989
- On the Spot Award from AAC-30 for development of automated budget processing procedures in 1988
- Dean's Honor Roll at OSU (Seven semesters)
- Award of Academic Merit, Residential Housing Authority at OSU, 1985
- Distinguished Youth Service Award from Church of God 7th Day, 1983
- Classified Manager of the Day at Oklahoma Publishing Company, 1981

appoint Kathy Larsen, Vice Mayor for FY 2022. Yes votes: Goodwin, Sandoval, Powell, Palmer, Magirowsky, Larsen, McPhail, Lloyd. No votes: None. Motion approved.

ITEM NO. 6 on the agenda was **DISCUSSION AND POSSIBLE ACTION REGARDING PLANNING, FINANCING, IMPLEMENTATION, AND JOINT PARTNERSHIPS TO RE-INSTATE AND MAINTAIN THE JULY 4TH FREEDOM FESTIVAL AND PARADE. (NIKKI LLOYD, MAYOR)**

Mayor Lloyd proposed changing up the allocation of duties as follows:

- Planning the event, including coordination and scheduling of vendors and participants, event set-up, prep and cleanup, to be handled by the citizen events committee and volunteers.
- Street and intersection shut down and security, crowd management and barricades, and polecats for waste disposal, to be provided by the city.
- Event insurance to be provided by the city or a council appointed committee, such as BEDA, if they are willing.
- Payment for fireworks and other miscellaneous items, as needed (with a reasonable and appropriate cap of course) to be supplied by the training funds received each year from OMAG for all council members completing council training. At the point there is $10,000 available. We can add an additional $10,000 each year and earmark it specifically for the festival.
- If additional funds or resources are needed and cannot be provided by sponsorships or other means , the city will serve as a backup emergency resource on an as needed basis, with prior council approval for expenditure requests.

Mayor Lloyd has also suggested moving the festival to the Saturday before the 4th of July as to prevent paying double overtime and overtime for holidays.

Council Member Goodwin would like to see a basic set of guidelines for the festival.

Council Member Palmer suggested looking at possibly setting up a third-party non-profit in the future.

Motion was made by Council Member Magirowsky, seconded by Council Member Goodwin to approve planning, financing, implementation, and joint partnerships to reinstate and maintain the July 4th Freedom Festival and Parade. Yes votes: Magirowsky, McPhail, Palmer, Goodwin, Sandoval, Lloyd, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **DISCUSSION AND POSSIBLE ACTION REGARDING THE STATUS OF THE RIPPER PARK AQUATIC CENTER OPENING FOR 2021. (MARILYN MCPHAIL, COUNCIL MEMBER)**

AGENDA: 03/21/2023
ITEM: 20 (A)

City of Bethany General Fund
Statement of Revenues and Expense
February 2023

Revenues

	2022-2023 Annual Budget	February Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 82.5% DEDICATED	4,471,008.00	431,416.30	3,284,241.10	73.46%	1,186,766.90
USE TAX REVENUE	1,179,195.00	155,320.27	925,313.24	78.47%	253,881.76
HOTEL TAX REVENUE	63,201.00	3,789.94	35,046.53	55.45%	28,154.47
CABLE FRANCHISE TAX REVENUE	111,945.00	29,848.83	91,596.63	81.82%	20,348.37
PHONE FRANCHISE TAX REVENUE	22,187.00	22.43	14,044.87	63.30%	8,142.13
UTILITY FRANCHISE TAX REVENUE	600,000.00	68,637.30	506,756.10	84.46%	93,243.90
OCCUPATIONAL LICENSE REVENUE	30,746.00	1,145.00	17,548.00	57.07%	13,198.00
BUILDING PERMIT REVENUE	38,450.00	6,360.00	22,837.29	59.39%	15,612.71
INSPECTION PERMIT REVENUE	36,734.00	6,226.00	25,736.50	70.06%	10,997.50
ZONING PERMITS	2,981.00	968.65	1,606.65	53.90%	1,374.35
ANIMAL LICENSE REVENUE	0.00	27.00	372.00	0.00%	-372.00
ABATEMENT REVENUE	0.00	700.29	2,444.72	0.00%	-2,444.72
MOTOR FUEL TAX REVENUE	37,757.00	3,032.07	24,644.52	65.27%	13,112.48
COMMERCIAL VEH TAX REVENUE	159,309.00	13,384.72	94,872.66	59.55%	64,436.34
CIGARETTE TAX REVENUE	47,918.00	2,733.68	27,578.89	57.55%	20,339.11
ALCOHOL BEVERAGE TAX REVENUE	55,000.00	4,458.62	37,936.56	68.98%	17,063.44
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	13,200.00	50.00%	13,200.00
EMERGENCY MEDICAL CALL SVC FEE	281,342.00	23,375.20	186,368.47	66.24%	94,973.53
STORMWATER COMPLIANCE FEE	324,597.00	26,974.41	215,597.97	66.42%	108,999.03
CEMETARY LOT SALES REVENUE	37,029.00	750.00	20,700.00	55.90%	16,329.00
MINERAL RIGHTS & ROYALTIES REV	20,816.00	3,486.93	23,817.85	114.42%	-3,001.85
POLICE FINES & COURT COST REV	750,000.00	78,848.81	553,245.35	73.77%	196,754.65
INTEREST INCOME	1,625.00	0.50	7,884.61	485.21%	-6,259.61
MISCELLANEOUS REVENUE	56,893.00	46,173.32	109,341.86	192.19%	-52,448.86
REIMBURSEMENT REVENUE	7,767.00	39,156.58	56,881.64	732.35%	-49,114.64
CREDIT CARD FEES	0.00	8,212.05	68,244.75	0.00%	-68,244.75
GRANT REVENUE	56,946.00	0.00	85,817.29	150.70%	-28,871.29
OMAG REFUNDS	52,794.00	0.00	0.00	0.00%	52,794.00
OMAG WORKER'S COMP REFUNDS	0.00	2,258.15	30,540.75	0.00%	-30,540.75
Total Revenues	8,472,640.00	957,307.05	6,484,216.80	76.53%	1,988,423.20
Transfers In	2,889,249.00	228,687.40	1,829,499.38	63.32%	1,059,749.62
Total Revenues and Transfers In	11,361,889.00	1,185,994.45	8,313,716.18	73.17%	3,048,172.82

Expenses

	2022-2023 Annual Budget	February Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	888,203.00	49,124.08	564,842.55	63.59%	323,360.45
02.0-FINANCE	414,487.00	23,182.23	274,671.47	66.27%	139,815.53
03.0-MUNICIPAL COURT	624,863.00	40,782.19	372,396.79	59.60%	252,466.21
04.0-ENGINEERING	319,097.00	0.00	65,462.12	20.51%	253,634.88
05.0-POLICE	4,454,601.00	297,422.52	3,038,192.30	68.20%	1,416,408.70
06.0-FIRE	2,815,249.00	215,875.66	1,793,319.72	63.70%	1,021,929.28
07.0-COMMUNITY DEV	579,822.00	34,706.76	320,752.41	55.32%	259,069.59
08.1-PW ADMIN	166,930.00	10,759.34	98,472.00	58.99%	68,458.00
08.2-STREETS	794,852.00	43,910.81	441,835.18	55.59%	353,016.82
08.4-FLEET MAINT	90,022.00	7,032.85	71,453.07	79.37%	18,568.93
08.5-PARKS	623,404.00	28,509.47	272,185.49	43.66%	351,218.51
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
TOTAL EXPENDITURES	12,021,530.00	751,305.91	7,313,583.10	60.84%	4,707,946.90
Transfers Out	134,000.00	0.00	39,000.00	29.10%	0.00
Total Expenses and Transfers Out	12,155,530.00	751,305.91	7,352,583.10	60.49%	4,707,946.90
Revenues over (under) expenses	-793,641.00	434,688.54	961,133.08	-121.10%	-1,659,774.08

Bethany Public Works Authority
Statement of Revenues and Expenses
February 2023

Revenues

	2022-2023 Annual Budget	February Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	198,717.00	14,364.84	129,025.50	64.93%	69,691.50
COMMERCIAL PENALTY REVENUE	0.00	1,595.19	12,542.35	0.00%	-12,542.35
SOLID WASTE REVENUE	2,852,340.00	244,368.75	1,951,656.11	68.42%	900,683.89
WATER REVENUE	3,896,272.00	258,696.12	2,743,299.73	70.41%	1,152,972.27
WATER TAP REVENUE	2,770.00	900.00	2,346.00	84.69%	424.00
SEWER REVENUE	2,833,321.00	234,732.63	1,962,937.19	69.28%	870,383.81
SEWER TAP REVENUE	514.00	350.00	500.00	97.28%	14.00
INTEREST INCOME	25,317.00	6,499.41	74,275.54	293.38%	-48,958.54
LEASE REVENUE	121,702.00	2,367.11	89,336.84	73.41%	32,365.16
SCRAP METAL REVENUE	0.00	2,410.80	2,563.30	0.00%	-2,563.30
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	-98.92
*** TOTAL REVENUE ***	9,930,953.00	766,284.85	6,968,482.56	70.17%	2,962,470.44
Total Revenues and Transfers In	9,930,953.00	766,284.85	6,968,482.56	70.17%	2,962,470.44

Expenses

	2022-2023 Annual Budget	February Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	478,128.00	25,782.28	294,553.17	61.61%	183,574.83
08.1-BPWA ADMIN	172,030.00	10,631.33	105,361.35	61.25%	66,668.65
08.3-BPWA SANITATION	1,487,811.00	80,893.95	946,459.01	63.61%	541,351.99
08.4-BPWA FLEET MAINT	89,922.00	2,572.23	31,233.26	34.73%	58,688.74
12.0-BPWA WATER PLANT	1,751,119.00	91,675.14	1,263,990.39	72.18%	487,128.61
12.1-BPWA WATER LINE	403,392.00	10,907.00	235,633.01	58.41%	167,758.99
12.2-BPWA SEWER LINE	1,548,206.00	119,463.54	1,057,668.10	68.32%	490,537.90
97.0-DEBT SERVICE INTERST EXP	278,407.00	41,628.59	194,604.32	69.90%	83,802.68
98.0-CONTINGENCY	200,000.00	0.00	0.00	0.00%	200,000.00
99.0-TRANSFERS OUT	2,744,249.00	228,687.46	1,829,499.38	66.67%	914,749.62
Total Expenses and Transfers Out	9,153,264.00	612,241.52	5,959,001.99	65.10%	3,194,262.01
DEBT SERVICE PRINCIPAL	1,115,614.00	218,064.88	932,426.53	83.58%	183,187.47
Revenues over (under) Expenses/Debt Service	-337,925.00	-64,021.55	77,054.04	-22.80%	-414,979.04

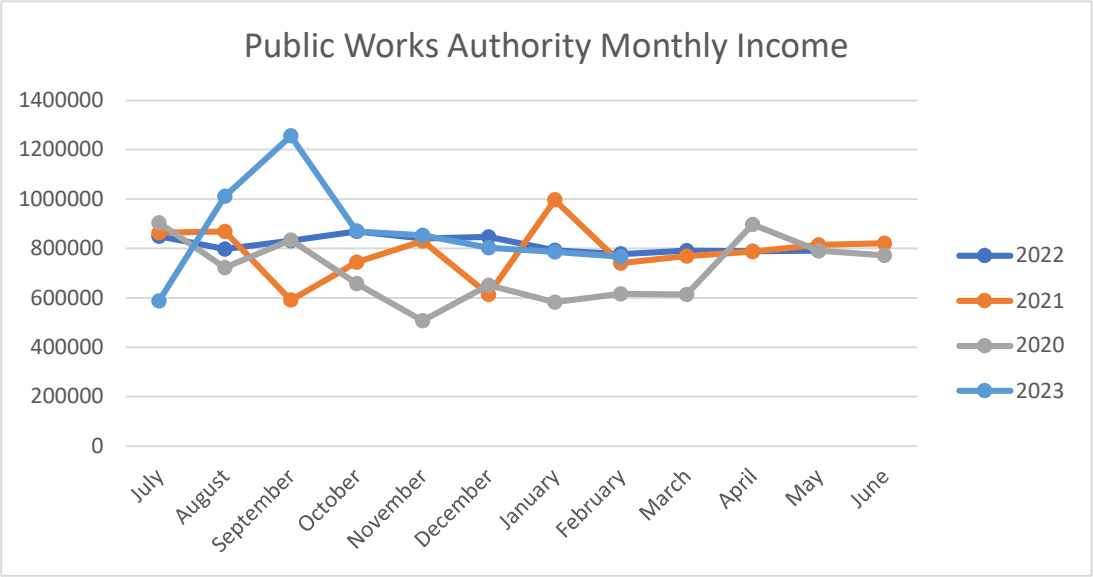
City of Bethany
Capital Improvement Fund
Statement of Revenue And Expense
February 2023

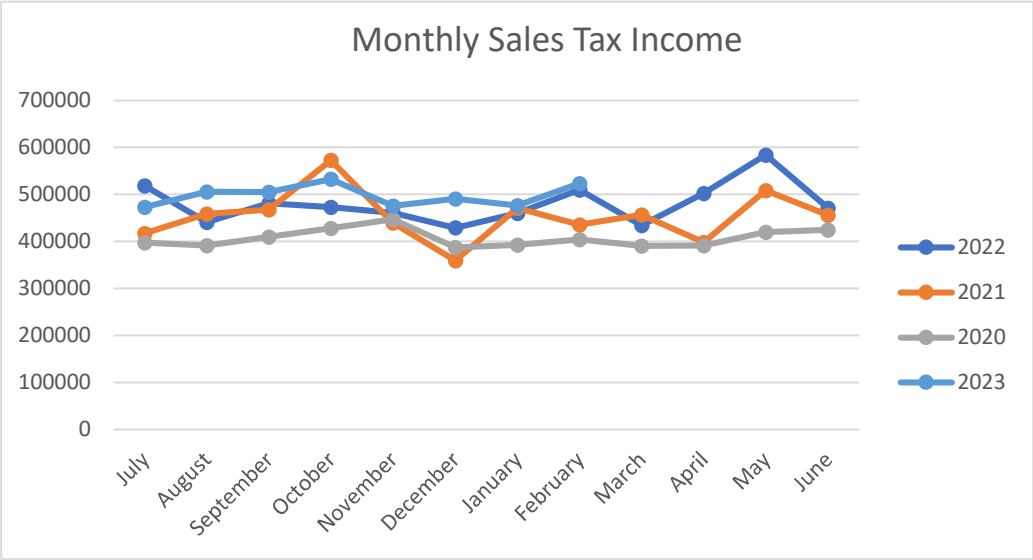
Revenues

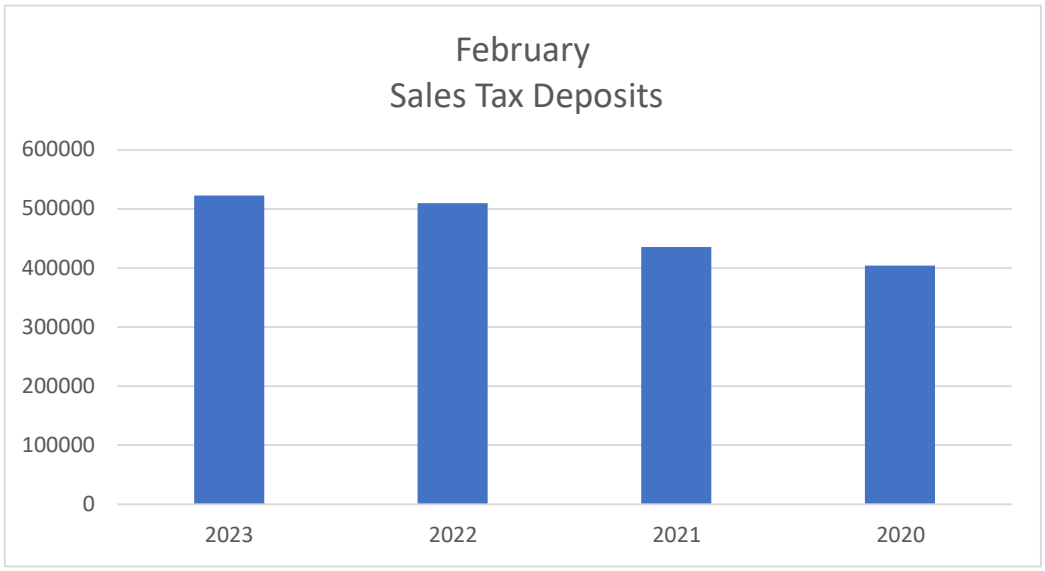
	2022-2023 Annual Budget	February Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	963,530.00	91,512.55	696,657.17	72.30%	266,872.83
INTEREST REVENUE	701.00	0.00	839.11	119.70%	-138.11
TRANSFER FROM GF	39,000.00	0.00	39,000.00	100.00%	0.00
GRANT REVENUE	691,000.00	0.00	80,000.00	11.58%	611,000.00
Total Revenue	1,694,231.00	91,512.55	816,496.28	48.19%	877,734.72

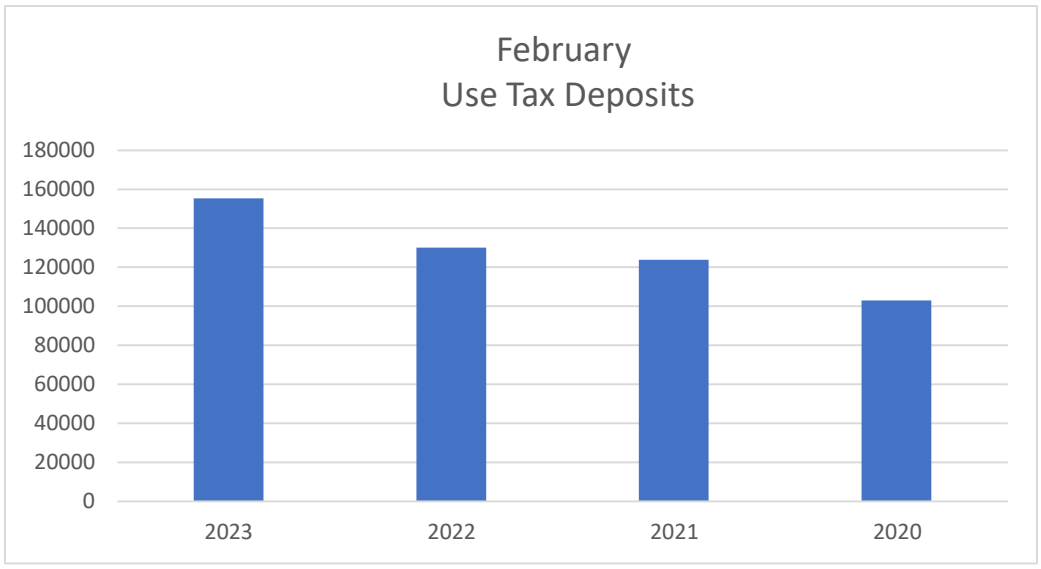
Expenses

	2022-2023 Annual Budget	February Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
CIP2003 CityHall ADACompliance	96,000.00	0.00	94,972.83	98.93%	1,027.17
FIRE DEPT OVERHEAD DOORS	62,000.00	0.00	61,399.06	99.03%	600.94
RIPPER PARK POOL	85,000.00	0.00	0.00	0.00%	85,000.00
CDBG GRANT MATCH	196,000.00	0.00	30,312.95	15.47%	165,687.05
ODOT SIDEWALK PROJECT	350,000.00	0.00	0.00	0.00%	350,000.00
PUBLIC WORKS BACKHOE	105,749.00	105,748.60	105,748.60	100.00%	0.40
REPLACE VFD IN PUMP ROOM	120,000.00	0.00	0.00	0.00%	120,000.00
31ST STREET LIFT STATION	200,000.00	0.00	0.00	0.00%	200,000.00
DOWNTOWN WATER LINES REPL	150,000.00	0.00	0.00	0.00%	150,000.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	85,000.00	100.00%	0.00
PW 55HP TRACTOR MOWER	47,000.00	46,899.84	46,899.84	99.79%	100.16
SANITATION PACKER TRUCK	275,000.00	0.00	0.00	0.00%	275,000.00
UNLEADED FUEL PUMP	8,512.00	0.00	8,512.00	100.00%	0.00
CITY HALL LIGHT REPLACEMENT	8,000.00	0.00	0.00	0.00%	8,000.00
PW ZTR MOWER	18,000.00	0.00	0.00	0.00%	18,000.00
PW GRANT MATCHES	25,000.00	0.00	0.00	0.00%	25,000.00
WATER DEPT TRUCK	39,000.00	0.00	38,387.00	98.43%	613.00
REPLACEMENT DUMPSTERS	26,000.00	0.00	19,135.00	73.60%	6,865.00
PW 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
Total Capital Projects	1,931,261.00	152,648.44	490,367.28	25.39%	1,440,893.72
Revenues Over (under) Expenses	-237,030.00	-61,135.89	326,129.00	-137.59%	-563,159.00


Public Works Authority Monthly Income
1400000
1200000
1000000
800000
600000
400000
200000
0
July
August
September
October
November
December
January
February
March
April
May
June
2022
2021
2020
2023


Monthly Sales Tax Income
700000
600000
500000
400000
300000
200000
100000
0
July
August
September
October
November
December
January
February
March
April
May
June
2022
2021
2020
2023


February
Sales Tax Deposits
600000
500000
400000
300000
200000
100000
0
2023
2022
2021
2020


February
Use Tax Deposits
180000
160000
140000
120000
100000
80000
60000
40000
20000
0
2023
2022
2021
2020

BPWA AGENDA: 03/21/2023
BPWA ITEM: Consent 1 (A)

NOTICE: On Thursday, March 2, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, MARCH 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineering
	Tom Seymour	Public Utility Superintendent
	J.D. Reid	Chief of Police
	Justin Falter	Police Lieutenant
	Joshua Fields	Scout Troop No. 569
	(See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 9:24 P.M.

ITEM NO. 1 on the agenda was **CONSENT DOCKET:**

A. APPROVAL OF MINUTES FROM THE FEBRUARY 21, 2023 REGULAR MEETING.

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

Motion was made by Trustee Palmer, seconded by Vice-Chairman Magirowsky to approve the Consent Docket. Yes Votes: Plank, Larsen, Magirowsky, Powell, Smart, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

ITEM NO. 2 on the agenda was **APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 1 CHANGING THE TIME OF BETHANY PUBLIC WORKS AUTHORITY REGULAR MEETINGS TO 6:30 P.M. STARTING WITH THE APRIL 18, 2023, MEETING. *(ELIZABETH GRAY, CITY MANAGER***

Motion was made by Trustee Palmer, seconded by Trustee Smart to move the meeting time of our regularly scheduled meetings to 6:30 p.m. beginning April 18, 2023. Yes votes: Palmer, Powell, Larsen, Knapp, Plank, Smart, Lloyd, Magirowsky, McPhail. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **NEW BUSINESS (*AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA").***

None

ITEM NO. 4 on the agenda was **ADJOURN UNTIL MARCH 21, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 9:25 P.M. until March 21, 2023.

_____ _____

CHAIRMAN SECRETARY

Agenda: 03/21/2023
Item: Consent 1 (B)

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: March 14, 2023
Subject: Claims List for the 03/21/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	$197,481.98
TOTAL	**$197,481.98**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$190,319.61
Bethany Public Works Authority	$197,481.98
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$387,801.59**

RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-47136	10-3436	BANCFIRST	2013 BOND	3/2023	APRIL 2013 BOND	77,500.00
					DEPARTMENT TOTAL:	77,500.00
DEPARTMENT: 02.0		FINANCE				
23-47073	10-005373	CARD SERVICES/P1	OFFICE SUPPLIES	3/2023	20230313	26.90
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	3/2023	114131	1,157.89
					DEPARTMENT TOTAL:	1,184.79
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	453.14
23-46881	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 &10 2-2-23	3/2023	FB09107-A	368.00
23-46882	10-3042	ACCURATE ENVIRONMENTAL	VOC 7& 10 / 2-9-23	3/2023	FB09107	378.00
23-46888	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 & 10	3/2023	FB09107-B	368.00
23-46931	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 AND 10	3/2023	FB27009	368.00
23-47003	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10	3/2023	FB27010	368.00
					DEPARTMENT TOTAL:	2,303.14
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
23-46857	10-004919	ARROW WRECKER SERVICE	TOW TRUCK #99	3/2023	663556	253.30
23-47009	10-004919	ARROW WRECKER SERVICE	UNIT 95	3/2023	667459	517.50
23-47063	10-004996	GOODYEAR COMMERCIAL TIRE &	6STEERTIRES/STATECONTRACT	3/2023	1026933, 1022528cr	3,165.10
23-46940	10-005350	FORCE PERSONNEL	TEMP HELP SANITATION	3/2023	73386,283,325,355	8,099.13
23-46725	10-005944	EXPRESS SERVICES, INC.	TEMP HELP FOR SANITATION	3/2023	28680818	735.06
23-46812	10-005993	HOLT TRUCK CENTERS, LLC	DX&POSSIBLEREPAIR#UNIT96	3/2023	405503187	3,651.62
23-46714	10-0202	WASTE CONNECTIONS, INC	3RD QUARTER 2023	3/2023	2853730V013	2,043.80
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	7,441.17
23-47022	10-3081	PREMIER TRUCK/ATC FREIGHTLI	3-FRAMES&COVER/PADSEATS	3/2023	120696882	712.95
23-46713	10-4012	WASTE CONNECTIONS,INC	3RD QUARTER 2023	3/2023	29879	20,139.99
23-46715	10-4208	OKLAHOMA CITY TREASURY	3RD QUARTER 2023 HOUSE	3/2023	1002223	592.50
					DEPARTMENT TOTAL:	47,352.12

FUND: 056- BETHANY PUBLIC WORKS AUTH SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
23-47064	10-004601	QUALITY PETROLEUM	150 GALS OF 15W40 OIL	3/2023	0006349916-001	1,768.91
23-46992	10-005373	CARD SERVICES/P1	100 PW DECALS	3/2023	C663829	75.75
23-47043	10-005995	SYN-TECH	FUELMASTER MAINTENANCE	3/2023	262725	550.00
23-47056	10-0225	GENUINE PARTS	AIR HESE REELS/2 UNITS	3/2023	7092-028964	608.98
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	380.46
23-47045	10-2305	HOIDALE CO INC	MAGPLUS/PROBEFLOAT/UNLEAD	3/2023	1135399	369.25
					DEPARTMENT TOTAL:	3,753.35
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	630.88
23-46962	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULF	3/2023	BSW448770	2,295.00
23-47069	10-0635	GRAINGER INC	CHEMICAL PUMP	3/2023	9630134279	690.98
23-47062	10-0669	HACH COMPANY	TUBING REBUILD KITFORCL2	3/2023	13492730	397.22
23-45040	10-1063	OG&E	MONTHLY SVS	3/2023	20230307	380.62
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	443.15
23-47057	10-1622	WESTLAKE ACE HARDWARE	PVC GLUE & VARIOUS MATERI	3/2023	3503374	36.74
23-47007	10-3042	ACCURATE ENVIRONMENTAL	BAC - T	3/2023	FB27008	300.00
23-47061	10-4010	HARD HAT SAFETY & GLOVE	4 CS RUBBER GLOVES	3/2023	IN-0060635	540.00
					DEPARTMENT TOTAL:	5,714.59
DEPARTMENT: 12.1		UTILITY - WATER LINE				
23-46709	10-005350	FORCE PERSONNEL	UTILITY LINE TEMP HELP	3/2023	73284,73356	1,810.25
23-46351	10-005451	MATTHEWS TRENCHING CO., INC	4704 N. College DAY 23	3/2023	20221223	2,003.30
23-46403	10-005451	MATTHEWS TRENCHING CO., INC	2800 N MCMILLAN DAY 24	3/2023	20221223	1,296.63
23-46502	10-005451	MATTHEWS TRENCHING CO., INC	7900 NW 23RD LABOR&EQUIP	3/2023	20221230	4,038.80
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	551.85
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	3/2023	20230223	225.64
					DEPARTMENT TOTAL:	9,926.47
DEPARTMENT: 12.2		UTILITY - SEWER				
23-45731	10-004952	EPUMP SOLUTIONS	19TH & COLLEGE LIFT	3/2023	3019666	6,207.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	3/2023	20230228	310.00
23-45040	10-1063	OG&E	MONTHLY SVS	3/2023	20230307	3,891.61
23-47107	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	3/2023	1416752	108.70
23-45919	10-3380	URBAN CONTRACTORS INC	REPAIR DAMAGE TO MANHOLE	3/2023	20230306	28,000.00
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	3/2023	20230223	39.79
					DEPARTMENT TOTAL:	38,557.10

FUND: 056- BETHANY PUBLIC WORKS AUTH SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 97.0		DEBT SERVICE				
23-47136	10-3436	BANCFIRST	2013 BOND	3/2023	APRIL 2013 BOND	11,190.42
					DEPARTMENT TOTAL:	11,190.42
					FUND TOTAL:	197,481.98
					GRAND TOTAL:	387,801.59

BHT AGENDA: 03/21/2023
BHT ITEM: Consent 1 (A)

NOTICE: On Thursday, March 2, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, MARCH 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineering
	Tom Seymour	Public Utility Superintendent
	J.D. Reid	Chief of Police
	Justin Falter	Police Lieutenant
	Joshua Fields	Scout Troop No. 569
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 9:25 P.M.

ITEM NO. 1 on the agenda was **CONSENT DOCKET:**

A. APPROVAL OF MINUTES FROM THE FEBRUARY 21, 2023 REGULAR MEETING.

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

Motion was made by Trustee Palmer, seconded by Vice-Chairman Magirowsky, to approve the Consent Docket. Yes Votes: Magirowsky, Plank, Smart, Larsen, Powell, Lloyd, McPhail, Knapp, Palmer. No votes: None. Motion passed.

ITEM NO. 2 on the agenda was **APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 1 CHANGING THE TIME OF BETHANY HOSPITAL TRUST REGULAR MEETINGS TO 6:30 P.M. STARTING WITH THE APRIL 18, 2023, MEETING. *(ELIZA-BETH GRAY, CITY MANAGER***

Motion was made by Trustee Palmer, seconded by Trustee Smart to move the meeting time of our regularly scheduled meetings to 6:30 p.m. beginning April 18, 2023. Yes votes: Palmer, Powell, Larsen, Knapp, Plank, Smart, Lloyd, Magirowsky, McPhail. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **NEW BUSINESS (*AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA").***

None

ITEM NO. 4 on the agenda was **ADJOURN UNTIL MARCH 21, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 9:26 P.M. until March 21, 2023.

_____ _____

CHAIRMAN SECRETARY

Agenda: 03/21/2023
Item: Consent 1 (B)

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: March 14, 2023
Subject: Claims List for the 03/21/2023 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	$0.00
TOTAL	**$0.00**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$190,319.61
Bethany Public Works Authority	$197,481.98
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$387,801.59**

RECOMMENDATION

1. Approve the claims as presented.

BDA AGENDA: 03/21/2023
BDA ITEM: Consent 1 (A)

NOTICE: On Thursday, March 2, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, MARCH 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineering
	Tom Seymour	Public Utility Superintendent
	J.D. Reid	Chief of Police
	Justin Falter	Police Lieutenant
	Joshua Fields	Scout Troop No. 569
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 9:26 P.M.

ITEM NO. 1 on the agenda was **CONSENT DOCKET:**

A. APPROVAL OF MINUTES FROM THE FEBRUARY 21, 2023 REGULAR MEETING.

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

Motion was made by Trustee Palmer, seconded by Vice-Chairman Magirowsky to approve the Consent Docket. Yes votes: Knapp, Larsen, Palmer, Lloyd, Smart, Plank, McPhail, Powell, Magirowsky. No votes: None. Motion passed.

ITEM NO. 2 on the agenda was **APPROVAL OF 2023 SCHEDULE OF MEETINGS AMENDMENT 1 CHANGING THE TIME OF BETHANY DEVELOPMENT AUTHORITY REGULAR MEETINGS TO 6:30 P.M. STARTING WITH THE APRIL 18, 2023, MEETING. *(ELIZABETH GRAY, CITY MANAGER***

Motion was made by Trustee Palmer, seconded by Trustee Smart to move the meeting time of our regularly scheduled meetings to 6:30 p.m. beginning April 18, 2023. Yes votes: Palmer, Powell, Larsen, Knapp, Plank, Smart, Lloyd, Magirowsky, McPhail. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **NEW BUSINESS (*AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA").***

None

ITEM NO. 4 on the agenda was **ADJOURN UNTIL MARCH 21, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 9:27 P.M. until March 21, 2023.

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CHAIRMAN SECRETARY

Agenda: 03/21/2023
Item: Consent 1 (B)

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: March 14, 2023
Subject: Claims List for the 03/21/2023 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	$0.00
TOTAL	**$0.00**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$190,319.61
Bethany Public Works Authority	$197,481.98
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$387,801.59**

RECOMMENDATION

1. Approve the claims as presented.