

**APPENDIX D-4**  
**Beneficiary Eligible Mitigation Action Certification**

## BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Muscogee (Creek) Nation (MCN)

Lead Agency Authorized to Act on Behalf of the Beneficiary MCN Office of Environmental Services  
*(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)*

<b>Action Title:</b>	Replace 4 Vehicles and Install Electric Vehicle Charging Station
<b>Beneficiary's Project ID:</b>	Muscogee (Creek) Nation Project 2
<b>Funding Request No.</b>	<i>(sequential)</i> 2
<b>Request Type: (select one or more)</b>	<input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
<b>Payment to be made to: (select one or more)</b>	<input checked="" type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
<b>Funding Request &amp; Direction (Attachment A)</b>	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

### SUMMARY

<b>Eligible Mitigation Action</b>	<input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>Action Item 1, Action Item 2, Action Item 6, Action Item 9</u>
<b>Action Type</b>	<input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b>	
The Mitigation Action Items proposed are Action Item 1, 2, 6 and 9 as identified in the Trust Agreement. Please see 5.2.2 Addendum for additional comments.	
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b>	
The lifetime anticipated NOx reductions after upgrades to vehicles will be 8.423 short tons. Please see 5.2.2 Addendum for additional comments.	
<b>Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):</b>	
The Muscogee (Creek) Nation Finance and Accounting Department will be accountable for ensuring compliance of expenditures within the applicable law.	
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2).</b>	
<b>Please see Addendum 5.2.7.2 for process and policies.</b>	
<b>Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).</b>	
There will be no cost share requirement on NOx sources.	
<b>Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).</b>	
Tribe was not contacted by these agencies within 30 days of becoming a Beneficiary.	

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).  
Not Applicable.

**ATTACHMENTS**  
**(CHECK BOX IF ATTACHED)**

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

**CERTIFICATIONS**

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary Muscogee (Creek) Nation, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 8/28/19

Jennifer Reyher, Environmental Specialist

[NAME]

[TITLE]

SIGNATURE: 

Muscogee (Creek) Nation Office of Environmental Services

[LEAD AGENCY]

for

Muscogee (Creek) Nation

[BENEFICIARY]

**[SAMPLE ATTACHMENT B - USE OF THIS FORMAT IS NOT MANDATORY]**

**PROJECT MANAGEMENT PLAN**  
**PROJECT SCHEDULE AND MILESTONES**

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	07/01/2019
Project Sponsor Submits Proposal to Lead Agency	08/30/2019
Lead Agency Provides Written Approval of Project Sponsor's Proposal	09/30/2019
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	09/30/2019
Trustee Acknowledges Receipt of Project Certification and Funding Direction	10/29/2019
Trustee Allocates Share of Funds for Approved Project	11/13/19
Lead Agency Directs Funding (Advance Funded Projects)	11/15/19
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	na
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Start	11/15/19
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Complete	11/14/20
Project Installation(s) – Start	11/15/19
Project Installation(s) – Complete	11/14/20
Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)	-
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	<b>quarterly</b>
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	-
Project Sponsor Certifies Project Completion	11/14/19
Lead Agency Reports Project Completion	11/14/19

**PROJECT BUDGET**

Period of Performance: See Attachment B.2

Budget Category	Total Approved Budget	Share of Total Budget to be Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$	\$	\$	\$
2. Contractor Support <i>(Provide List of Approved Contractors as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$
3. Subrecipient Support <i>(Provide List of Approved Subrecipients or Grant Awardees as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$
4. Administrative <sup>1</sup>	\$	\$	\$	\$
<b>Project Totals</b>	\$	\$	\$	\$
<b>Percentage</b>	%	%	%	%

<sup>1</sup> Subject to Appendix D-2 15% administrative cap.

**PROJECTED TRUST ALLOCATIONS:**

	2017	2018	2019	2020	2021
1. Anticipated Annual Project Funding Request to be paid through the Trust	\$	\$	\$ 1,453,178 <sup>+</sup>	\$	\$
2. Anticipated Annual Cost Share	\$	\$	\$	\$	\$
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$	\$	\$ 1,453,178 <sup>+</sup>	\$	\$
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$	\$	\$ 625,844 <sup>+</sup>	\$	\$
5. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$	\$	\$ 1,453,178 <sup>+</sup>	\$	\$
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$	\$	\$ 2,079,022 <sup>+</sup>	\$	\$
7. Beneficiary Share of Estimated Funds Remaining in Trust	\$	\$	\$	\$	\$
8. Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 7 minus line 6)	\$	\$	\$	\$	\$

## 5.2.2 Addendum

### Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

The Action Items that will be applied are 1, 2, 6, and 9. All vehicles are government owned and will be replaced with four new clean diesel vehicles. There are many benefits to the community by the replacement of these vehicles. One is the reduction of PM<sub>2.5</sub>. The health benefits resulting from reduced exposure to PM<sub>2.5</sub> include the reduction of premature mortality, chronic bronchitis, asthma attacks, non-fatal heart attacks, and other health problems. Using the Environmental Protection Agencies Tool: Diesel Emissions Quantifier, it was estimated that replacing these vehicles will yield a reduction of .232 short tons of PM<sub>2.5</sub>.

The Air Quality benefits include a significant reduction of NO<sub>x</sub> by replacing the following vehicles. The same tool was used to calculate the reduction of NO<sub>x</sub> through these action items. The lifetime results for NO<sub>x</sub> reductions are 8.423 short tons. That percentage equates to a 92.7% reduction by replacing these vehicles.

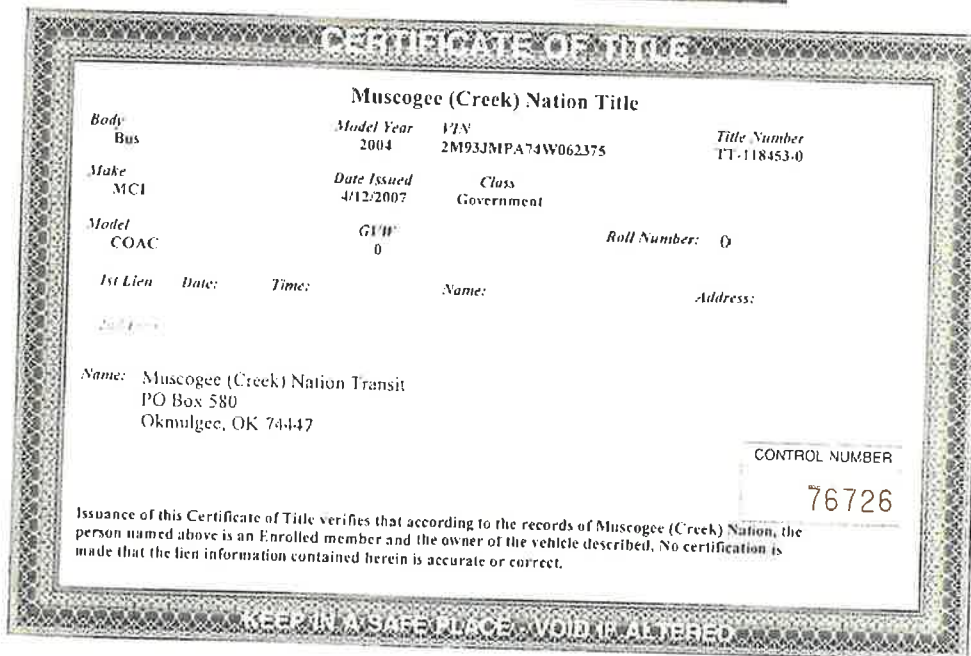
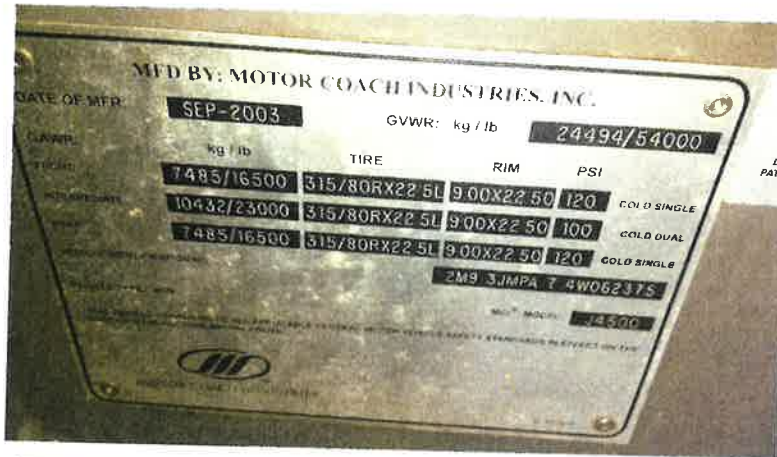
Action Item 1: Class 8: Local freight and port drayage trucks (eligible large trucks) will be utilized to replace the following vehicles:

- 2001 Class 8 Truck, VIN 1M1AA18Y51W138066

Action Item 2: Class 4-8: School bus, shuttle bus, or transit bus (eligible buses) will be utilized to replace the following vehicle:

- 2004 Class 8 Transit Bus, VIN 2M93JMPA74W062375





Action Item 6: Class 4-7: local freight truck (eligible medium trucks) will be utilized to replace the following vehicles:

- 1992 Class 6 Truck, VIN 1HTSLNMM4NH415747
- 2007 Class 6 Truck, VIN 1GDK7F1B57F426230

Action Item 9: Light Duty Zero Emission Vehicle Supply Equipment

Two charging stations will be installed at our Tribal Capitol Complex and available to the public. The complex includes a cultural library, veteran's museum, gift shop and many citizen services. These stations will be Level 2 Chargers.



### 5.2.7.2 Addendum

#### **Describe how the Beneficiary will make documentation publically available (5.7.2):**

Pursuant to the Volkswagen Settlement Environmental Mitigation Trust Agreement, Muscogee (Creek) Nation certifies that it will maintain and make publicly available all documentation and records; (i) submitted by Muscogee (Creek) Nation in support of each funding request; and (ii) supporting all expenditures of Trust Funds by Muscogee (Creek) Nation, each until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Trust Agreement.

The documentation and records will be posted on the Muscogee (Creek) Nation's public facing website: <http://mcn-nsn.gov/> to support access and limit the burden for the general public.

Requests for such information can also be made in person or by submitting a request by mail. The Muscogee (Creek) Nation will exercise timeliness in providing a response to information requests and will inform individuals that it may take up to ten (10) working days for requests to be processed.

Muscogee (Creek) Nation laws and policies regarding access and distribution of information will govern the certification for publically available information. The laws and policies outline types of information deemed to be confidential and proprietary to Muscogee (Creek) Nation, it's entities, businesses, and instrumentalities. The disclosure of confidential and proprietary information is prohibited.

**Attachment B.2**

**Project Budget**

<b>Period of Performance: 11/15/2019-11/14/2020</b>				
<b>Budget Category</b>	<b>Total Approved Budget</b>	<b>Share of Total Budget to Be Funded by the Trust</b>	<b>Cost-Share, if applicable (Entity #1)</b>	<b>Cost-Share, if applicable (Entity #2)</b>
1. Equipment Expenditure	\$1,251,010.75	\$1,251,010.75	N/A	N/A
2. Contractor Support	-	-		
3. Subrecipient Support	-	-		
4. Light Duty ZEV Supply Equipment	\$155,962.15	\$155,962.15		
5. Administrative	\$46,206.00	\$46,206.00		
<b>Project Totals</b>	<b>\$1,453,178.90</b>	<b>\$1,453,178.90</b>		
<b>Percentage</b>	<b>100%</b>	<b>100%</b>		

**Equipment Expenditure**

<b>Action Item</b>	<b>VIN</b>	<b>Class</b>	<b>Mitigation Cost</b>
2	2M93JMPA74W062375	Class 8	566,800
6	1HTSLNMM4NH415747	Class 6	453,049
6	1GDK7F1B57F426230	Class 6	93,261.75
1	1M1AA18Y51W138066	Class 8	137,900
<b>Total</b>			<b>\$1,251,010.75</b>

## Administrative Costs

### A. Personnel

#### Project Manager

**Total \$25,500.00**

The project manager will support project success through oversight and management of mitigation actions. This position will be supplied by the lead agency contact, Jennifer Reyher.

Project Manager \$25 per hour  
15 hours per week  
68 weeks in project period  
1020 hours total

### B. Fringe Benefits

**Total \$14,365.50**

Full Time Employee Benefits will be paid as follows:

FICA x 7.65

State Unemployment x 2.50

Workers Compensation x 2.00

Employee Health and Life Insurance x 35.10

401(k) x 9.00

Career Development x .05

### C. Contractual Costs

**Total \$0.00**

No contractual costs will be incurred through this program.

### D. Mileage

**Total \$1,000.00**

Mileage will be accrued in vehicle acquisition management and disposal.

### F. Supplies

**Total \$2,000.00**

Supplies will be purchased for miscellaneous project materials, outreach, and office supplies.

### G. Indirect Costs

**Total \$3,340.50**

The indirect cost will support costs that provide oversight and administration of tribal mitigation actions at 13.10% of the salary of the administration cost, which is our federally approved rate.

**Total Costs \$46,206.00**

**Indian Organizations  
Indirect Cost Negotiation Agreement**

EIN: 73-0932018 (Nation)  
EIN: 73-1357965 (Health)

**Organization:**

**Date:** April 25, 2019

Muscogee (Creek) Nation  
P.O. Box 580  
Okmulgee, OK 74447-0580

**Report No(s) :** 19-A-0669(19C)

**Filing Ref. :**

Last Negotiation Agreement  
dated December 13, 2017

The indirect cost rates contained herein are for use on grants, contracts, and other agreements with the Federal Government to which Public Law 93-638 and 2 CFR Part 200 apply for fiscal years beginning on or after December 26, 2014 subject to the limitations contained in 25 CFR 900 and Section II.A. of this agreement. Applicable OMB Circulars and the regulations at 2 CFR 225 will continue to apply to federal funds awarded prior to December 26, 2014. The rates were negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in applicable regulations.

**Section I: Rates**

Type	Effective Period		Rate*	Locations	Applicable To
	From	To			
Fixed Carryforward	10/01/18	09/30/19	19.19%	All	IHS (638) Programs
Fixed Carryforward	10/01/18	09/30/19	13.10%	All	All Other Programs

**\*Base:** Total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the Tribe. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries and wages, should be eliminated from the calculation.

**Treatment of fringe benefits:** Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

**Section II: General**

Page 1 of 3

**A. Limitations:** Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

**B. Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

**C. Changes:** The rate(s) contained in this agreement are based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs that affect the amount of reimbursement resulting from use of the rate(s) in this agreement, require the prior approval of the cognizant agency. Failure to obtain such approval may result in subsequent audit disallowance.

**D. Rate Type:**

1. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

2. **Provisional/Final Rate:** Within six (6) months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment. (Because of legal constraints, predetermined rates are not permitted for federal contracts; they may, however, be used for grants or cooperative agreements.)

**E. Rate Extension:** Only final and predetermined rates may be eligible for consideration of rate extensions. Requests for rate extensions of a current rate will be reviewed on a case-by-case basis. If an extension is granted, the non-Federal entity may not request a rate review until the extension period ends. In the last year of a rate extension period, the non-Federal entity must submit a new rate proposal for the next fiscal period.

**F. Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.

**G. Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.

**H. Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

**I. Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.

**J. Other:**

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.

2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.

3. Each Indian tribal government desiring reimbursement of indirect costs must submit its indirect cost proposal to our office within six (6) months after the close of the Tribe's fiscal year, unless an exception is approved.

**Section III: Acceptance**

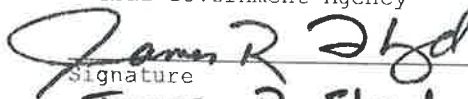
Listed below are the signatures of acceptance for this agreement:

By the Indian Organization:

By the Cognizant Federal Government Agency:

Muscogee (Creek) Nation  
Tribal Government Agency

U.S. Department of the Interior  
Interior Business Center

 /s/

**CRAIG WILLS** Digitally signed by CRAIG WILLS  
Date: 2019.04.26 09:25:38 -07'00' /s/

Signature  
James R Floyd  
Name (Type or Print)

Signature  
Craig A. Wills  
Name

Principal Chief  
Title

Division Chief  
Indirect Cost Services Division  
Title

04/25/2019  
Date

Negotiated by Marilyn P. Elgar  
Telephone (916) 930-3811

## **Attachment C**

### **Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11)**

Muscogee (Creek) Nation will report for each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year. Muscogee (Creek) Nation shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Muscogee (Creek) Nation may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Muscogee (Creek) Nation and will contain an attestation that the information is true and correct and that the submission is made under penalty of perjury.



**Attachment D**

<b>Action Item</b>	<b>VIN</b>	<b>Class</b>	<b>Mitigation Cost</b>
2	2M93JMPA74W062375	Class 8	566,800
6	1HTSLNMM4NH415747	Class 6	453,049
6	1GDK7F1B57F426230	Class 6	93,261.75
1	1M1AA18Y51W138066	Class 8	137,900
<b>Total</b>			<b>\$1,251,010.75</b>
9	ZEV Charging Stations		\$155,962.15
<b>Total</b>			<b>\$155,962.15</b>

Replacement Vehicle for VIN 1M1AA18Y51W138066



**Bruckner Truck Sales, Inc.**  
**Retail Purchase Order**

Date: July 8, 2019

**CUSTOMER INFORMATION**

Name: Muscogee Creek Nation Constr. Services

Address: P. O. Box 580

CSZ: Okmulgee OK. 74447

Phone: 918-549-2467 Cell: 918-758-8399

Fax: 918-549-2468 Contact: David Ford-Sr. Project Man

Email: dford@mcn-nsn.gov

**EQUIPMENT INFORMATION**

Stock #:

Year: 2020

Make: Mack

Model: P164R

VIN: 006512 / 006513 / 006514

Salesman: Tex Beal

**EQUIPMENT SPECIFICATIONS**

Engine Make:	MP8 Mack	Wheelbase:	225"
Horsepower:	445 HP	Frame:	Single HD
Engine Brake:	Powerleash	Interior Trim:	Perfered
Transmission:	12 Speed M-Drive	Wheels Front:	Aluminum 24.5
Front Axle:	14,600 Mack	Wheels Rear:	Steel Disc 25.5
Rear Axle:	44,000 Mack	Tire Size:	11R24.5
Rear Suspension:	Camelback Spring Antisway	Tire Front:	11R24.5
Ratio:	3.56	Tire Rear:	11R24.5

Chassis Includes the Following Local Extras:

	Amount
PDI & DOT	\$137,590.00
OX 15' Dump body	
FREIGHT:	
Federal Retail Excise Tax	
<b>SALES PRICE BEFORE T T &amp; L:</b>	<b>137,590.00</b>
Trade-In Information:	
Trade 1:	
Trade 2:	
Allowances:	
VIN:	
Year:	
Make:	
Model:	
Payoff:	
<b>OTHER CHARGES:</b>	
Lien Fee, Registration, and OEMS Fees:	10.00
Purchase Coverage      Type: _____	-
Insurance                  Type: _____	-
Doc Fees:	300.00
Cash Down Payment:	-
<b>TOTAL:</b>	<b>\$137,900.00</b>

Dealer Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

NOT AN INVOICE



**Tulsa OK**  
 6015 S. 49th W. Ave.  
 Tulsa, OK 74107  
 918-447-8630

Replacement Vehicle for VIN 1GDK7F1B57F426230

**Customer Proposal Letter**

B&T Seal Coating & Striping, LLC  
 1866 North Ash Street  
 Jenks, OK 74037  
 (918) 299-2109

Rodney Sooter, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

**VEHICLE**

Make Peterbilt Model 220 Year 2020 Stock Number To Be Determined  
 Additional Vehicle and Accessories Description \_\_\_\_\_  
 To be delivered on or about \_\_\_\_\_

\*\*\*PRICE IS FOR CHASSIS ONLY\*\*\*PRICE INCLUDES CUSTOM FRAME LAYOUT\*\*\*

Quantity	1	Total
Truck Price per Unit	<u>\$89,310.00</u>	<u>\$89,310.00</u>
F.E.T. (Factory & Dealer Paid)	<u>\$0.00</u>	<u>\$0.00</u>
Net Sales Price	<u>\$89,310.00</u>	<u>\$89,310.00</u>
Optional Extended Warranty(ies)	_____	_____
State Sales Tax	_____	_____
Documentary Fee	<u>\$250.00</u>	<u>\$250.00</u>
Administration Fee	_____	_____
Vehicle Inventory Tax	_____	_____
Additional Taxes	_____	_____
Tire Recycling Program	_____	_____
Battery Disposal Fee	_____	_____
Out of State Vehicle Fee	_____	_____
Rebate(s)	_____	_____
Total Sales Price (Including Rebate(s))	<u>\$89,560.00</u>	<u>\$89,560.00</u>
Trade Allowance (see DISCLAIMER Below)	_____	<u>\$0.00</u>

Sales Representative \_\_\_\_\_ Charles Roberts IV  
 Purchaser \_\_\_\_\_ signature \_\_\_\_\_ printed name \_\_\_\_\_  
 \_\_\_\_\_ signature \_\_\_\_\_ printed name \_\_\_\_\_  
 Accepted by Sales Manager or \_\_\_\_\_ title \_\_\_\_\_ date \_\_\_\_\_  
 General Manager \_\_\_\_\_ signature \_\_\_\_\_ printed name \_\_\_\_\_

**Quote good until 12/31/2019** **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

Transfer for tank of vehicle VIN 1GDK7F1B57426230

**RUSH TRUCK CENTERS**

6015 S 49th West Ave  
 Tulsa, OK, 74107  
 Tel: 918-447-2837 Fax: 918-447-2881  
 Holmesk1@rushenterprises.com

**Estimate - Preliminary**

Estimate Prepared by: Keegan Holmes

Appraised for:

Accident Date:

Date of Loss:

Arrival Date:

Type of Loss:

Policy Number:

Claim Number:

Date: 7/31/2019

Estimate#:

**Insured:**

Company: B&T Seal Coating & Striping, LLC  
 Contact: Rodney Sooter  
 Address: 1866 North Ash Street  
 City, State, Zip Code: Jenks, Ok 74037  
 Telephone, Fax: 918-299-2109  
 Notes: Body Swap

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Color</b>	<b>Trim</b>
2019	PETERBILT	210/220		
<b>Unit Number</b>	<b>License Plate #</b>	<b>Mileage</b>	<b>Serial#/VIN#</b>	

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	1	Body	Rem/Ins	R&I Body W/ Tank	Exist			T 34.0*
	2	Body	Rem/Rep	MISC HARDWARE	New		\$200.00	T *
	3			Shop Materials			\$341.12	*

\* - Judgement Item  
 # - Labor Note Applies

**Labor**

Body	34.0	Hrs @	\$92.40	\$3,141.60
Labor Total				\$3,141.60

**Parts**

Parts Subtotal	\$200.00
Less Adjustments	
Parts Total	\$200.00

**Additional Costs and Operations**

Addl. Costs/Ops Total	\$341.12
-----------------------	----------

**Tax**

Parts Tax @	9.52%	\$19.03
Tax Total		\$19.03

**Totals**

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
						Sub Total:		\$3,701.75
						Customer Resp.		\$0.00
						<b>Net Total</b>		<b>\$3,701.75</b>
						<b>Vehicle and transfer total: \$93,261.75</b>		

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

*This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.*

*TruckEst does not automatically include items required by many business repair partners. This application allows the author to manually enter line items such as overlap deductions.*

2019 PETERBILT 210/220

# Replacement Vehicle for VIN 1HTSLNMM4NH415747



7052 Americana Parkway  
Columbus, OH 43068  
Toll Free: (800) 331-3188  
Fax: (614) 759-2098

## QUOTATION

Name: Muscogee (Creek) Nation Lighthouse  
Contact: Capt. Jere Smith  
Address: \_\_\_\_\_  
City, ST, Zip: Oklahoma  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**TOTAL** \$453,049.00

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	GSA Contract Number	
Rick Armstrong	240 Days	Farber		Net 30	GS-30F-0008N	
<b>Quantity</b>					<b>Unit Price</b>	<b>Total Price</b>
1	CC33-CC EOD,CSI				\$279,978.00	\$279,978.00
<b>OPTIONS:</b>						
1	Hydraulic leveling and stabilizing jacks				\$5,859.00	\$5,859.00
<b>FINISHES &amp; UPGRADES</b>						
1	Exterior graphics package (One to four units required)				\$5,867.00	\$5,867.00
<b>INTERIOR OPTIONS</b>						
3	Roll up doors				\$2,158.00	\$6,474.00
<b>EXTERIOR OPTIONS</b>						
1	Carefree Mirage lateral arm box awning, 18'				\$5,537.00	\$5,537.00
1	Back-up camera system, 7" LCD color monitor				\$1,485.00	\$1,485.00
1	Wii-Burt 5-20 pneumatic telescoping mast				\$11,557.00	\$11,557.00
1	Mast Plate for antennas				\$638.00	\$638.00
1	PVision digital color near infrared camera, pan/tilt controller, environmental enclosure, 5.5" monitor				\$12,144.00	\$12,144.00
1	Hydraulic leveling and stabilizing jacks				\$5,859.00	\$5,859.00
1	Roof rail for mounting radio antennas w/ weatherproof access hatch to interior				\$1,407.00	\$1,407.00
1	Roof rail, additional, for mounting antennas, eight foot section				\$539.00	\$539.00
<b>SLIDE-OUT ROOMS</b>						
1	Custom slide out room, up to 12' in length x 24", electric				\$20,534.00	\$20,534.00
<b>ELECTRONICS</b>						
1	24-port switch & CAT 6 patch panel				\$761.00	\$761.00
1	CAT 6 network with printer/fax/scanner				\$7,627.00	\$7,627.00
1	Wireless broadband router, Cradlepoint AER1600				\$2,350.00	\$2,350.00
1	DVR				\$850.00	\$850.00
1	Kramer 8X8 matrix switch wiring installed				\$7,627.00	\$7,627.00
1	Equipment rack with casters, Lexan door, power fan, approx. 19 x 64				\$1,407.00	\$1,407.00
<b>COMPUTER</b>						
2	Dell computer w/ 17" Dell flat screen, counter or wall mounted, service			(Laptops in lieu of minitowers)	\$2,222.00	\$4,444.00
20	Install customer supplied radios and equipment per hour				\$98.00	\$1,960.00
<b>APPLIANCES</b>						
1	Microwave oven, cabinet mounted				\$468.00	\$468.00
1	Refrigerator, AC/DC, compressor operated				\$1,113.00	\$1,113.00
1	Black and Decker coffee maker				\$122.00	\$122.00
<b>H.V.A.C.</b>						
1	Powered reversible roof vent w/ max air cover				\$526.00	\$526.00
0	Roof mounted air conditioner, (Two Standard)				\$1,142.00	\$0.00
<b>GENERATORS &amp; POWER SUPPLIES</b>						
1	15KW water cooled diesel generator, quiet, compartment installed, remote start stop				\$0.00	\$0.00
					\$17,366.00	\$17,366.00
<b>LOW VOLTAGE OPTIONS</b>						
1	Accello security alarm system, w/ motion sensors				\$761.00	\$761.00
<b>INTERIOR LIGHTING</b>						
6	Replace white ceiling lights with combination red / white lights, each				\$63.00	\$378.00
1	LED ceiling light package				\$3,120.00	\$3,120.00
1	LED ceiling light with dimmer control, each				\$146.00	\$146.00
<b>EXTERIOR LIGHTING</b>						
2	Kwik-Haze model 800 telescoping tripod, quartz halogen lights, each				\$1,759.00	\$3,518.00
1	Wii-Burt Night Scan, Magna-tie 5400 watt light tower				\$16,310.00	\$16,310.00
<b>EMERGENCY LIGHTING</b>						
1	LED light package, 72" Freedom light bar and eight 900 series lights				\$6,746.00	\$6,746.00
1	Siren, Whelen model 295HF w/ amplifier control center				\$1,142.00	\$1,142.00
1	Full body paint, (Black)				\$9,973.00	\$9,973.00
<b>2019 MOD OPTIONS</b>						
4	LED scene lights				\$744.00	\$2,976.00
1	Delivery and Training				\$3,500.00	\$3,500.00
<b>TOTAL</b>					<b>\$453,049.00</b>	<b>\$453,049.00</b>

Replacement Vehicle for VIN 2M93JMPA4W062375



8649 S. REGENCY DRIVE • TULSA OK 74131

## PROPOSAL

Muscogee Creek Nation

August 27, 2019

Attn: Red Hicks

We propose the following:

One (1) 2020 Setra 417 HDH fully loaded with options including a rear view window, Mercedes engine with an Allison transmission, 120 volt outlets, Bosch audio/video system, black paint and a black/silver interior, camera/recorder system and vinyl graphics.

Total Price: \$566,800.

Signed

Mike Curtis  
General Manager  
National Bus Sales, Inc  
[mike@nationalbus.com](mailto:mike@nationalbus.com)  
1-800-475-1439 Ext 319  
918-224-1092 FAX







EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

**ORDER DESCRIPTION 10072190**

Chassis No.  
WKKA574H3K3010336

We are delivering:

1 Setra Omnibus  
S 417 TC

in series exposition according  
enclosed description

with following optional equipment:

**General**

- 1 Steering left
- C62955713 S 417 HDH-3 USA
- 301.00100 Seat Disposition No .4
- 301.00300 A 001 002 46 95
- K30101001 Closure: see KSW
- Interior and exterior closure: BN 9021



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89067 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

Page 2 of 14

**General**

Ignition lock: HM 6002

705

USA

**Power train**  
MDDGA1

Mercedes-Benz engine OM 471 LA, 336 KW,  
Automatic transmission Allison WTB 500

M29

Emission standard EPA 10 MY 2016

**Suspension**

AF4

Final drive ratio  $i=3.909$

EAN

Hill-Start Assist.  
Relief of trailing axle  
via button on instrument panel

BF1

Dynamic Stability Control (ESP).

AL1

Axle guide turned free

C19

Kneeling manual at front axle,  
with dead man's switch, regardless  
of door status

F18L9775

Tyre brand  
Bridgestone 315/80 R 22.5 R 249

R46

Ecopia m

**Body**

W53

Alloy rims with hub centring  
bright

L05

Rear window instead of glass fibre panel

WA2

Daytime lights function

VBZ

Pantograph locker doors (parallel  
opening)

Knobby cover in luggage compartment.



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

**Driver's workstation**

- ignition "off" delayed by 45 minutes.
- VC1 Reversing camera with wash system and picture shown on cockpit display screen
- JF2 Warning buzzer for non-engaged spring brake and engine 'OFF' ignition key at: 0 or 1)
- J50 Fire alarm system for engine compartment
- EKS USB connection socket with charging function (10.5 W / 2.1 A) for small elec appliances like mobile phone etc.)
- E17 Cigarette lighter on instrument panel on left-hand side, 12 Volts
- EAE Additional 12-Volt cigarette lighter in console right of the driver. Placed: in rear wall top right instead of navi monitor USA.
- E85 Visual warning in the event of unlocked luggage compartment doors
- F11 Heated windscreen
- S32 Driver's seat ISRI 6832/872 NTS FMVSS (3-point seat belt).
- SLA Pneumatic lumbar support / Lordosis motor for driver's seat.
- SP8 Upholstery cover driver's seat with black/anthracite upholstery fabric for seat squab and back, side flanks, back of seat back (if possible), sides.



REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

**Driver's workstation**

- S83 Armrest on driver's seat,  
left-hand side
- S84 Armrest on driver's seat,  
right-hand side
- UND Headboard in Composition  
to driver's seat.  
Color: Black  
Mat.-Nr.:S.0000.000001.99

**AC-Heating-Cooling**

- HK1 Setra TopAir air conditioning system,  
integrated
- H09 Convector heaters along side panels

**Installation**

- V09 Toilet, chemical flush (CC),  
at vehicle rear (no washbasin)
- KB1120001 Toilet slide from outside (engine compartment)  
manually operated instead of from  
Passenger compartment (toilet cubicle)
- VTF Antifreeze valve for toilet  
clear water tank
- VM6 Waste bin adjacent to toilet
- V24 Refrigerator, front right, large

**Seats**

- UBT Seating SETRA Voyage
- KB1210001 blue LED walkway lighting  
Mount on the chair base. Equally distributed



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

**Seats**

U56		Seat arrangement 1/56
UPH		C-rails made by HYMER for mounting seats (three-part floor).
VFI		Design decor on instrument panel (instrument mount and decorative strip) Design: dark wood
UG8		Seat cushions, basic version.
UWF	56	Upholstery SETRA Voyage Ambassador in multi-piece Composition-fabric combination
124600200		Sitting and leaning area, Back of backrest: - Costura, silver - S0000000000357 - Supplier: Herbert Kneitz GmbH  Side bolsters, Design elements Headboard: - Composition, black - S0000000000199 - Supplier: E-Leather Ltd  Pannier: not defined
124700020	56	Seat squab and back in fabric
125050050	56	Side cheeks Composition
125100050	56	
125300020	56	Design elements in Composition
KB1254001	4	Back of seat back in fabric

Setra Logo nur in erster



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

**Seats**

		Row of seats right and left
UNH	56	Head-piece in Composition
UG4	56	Adjustable seat back.
UTA	28	Armrest integrated, aisle side, swivels
KB1259501		Design decor birdseye maple black matt on Adjustable rocker Passenger seat aisle side and integrated handles of the Backrest.
S73	56	3-point seat belts on all passenger seats.
UTE	28	Passenger seats without adjustment.
U60	52	Foot rest at seat frames, with automatic return
U71	52	Luggage net, on back of seat back
UTH	52	or at partition.
UTT	52	Grab handles integrated aisle-side in seat backs.
UVC		Hook on integrated grab handle.
UVG		Seat numbering variant 1, with numbers 1 to X consecutive for all seats  Seat numbering, supply loose.



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

Page 9 of 14

**Information facility**

- ERB Audio/video system from BOSCH Professional Line 3, with CD and DVD player, programme separation, remote control, USB connection socket (MP3/WMA).
- E52 Stereo system (speaker above each pair of seats, not individually controllable), left stereo channel in left roof air duct, right stereo channel in right roof air duct
- KB1311001 Electrical preparation for Video recorder in the storage compartment right over companion
- EWP 19" flat screen, at front, electric tilting
- KB1332501 LCD monitor screen diagonal 48.2 cm (19 ") in air duct mounted (4 pieces)  
Arrangement:  
right: over row 4 and 8  
left: over row 5 and 10

**Interior Equipment**

- Y92 Delete first aid kit (x 2)
- L24 LED reading lamps
- V59 Handrail along left-hand luggage rack  
No handrail left
- KB1431501 at the luggage rack

**Interior Design**

- VBW Flooring for flat floor PVC



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

Page 10 of 14

**Interior Design**

Material: Harmonia  
Color: anticwood  
Mat.-No.:S 6315

VBS Cladding side panels entry  
Fibrebonded  
Color: EvoBus evograu dark  
Mat. No .: S 3125

KB1520301 Contrary to SA "VBS":  
Special material entry

Side parts in the entrances  
- Name: Harmonia anticwood  
- Material code: S 6315

Risers in the entrances and  
Risers to the middle sunrise  
- Name: Harmonia anticwood  
- Material code: S 6315

Podeststehwand behind driver  
- Name: Harmonia anticwood  
- Material code: S 6315

Skirtings remain like series

KB1520302 Step edge lighting entry 1  
in LED, color warm white  
connect via door 1

VBA Synthetic mats completely in the aisle,  
on the rear podium, to the right of the driver,  
in front of companions and on the steps  
Color anthracite  
Mat. No .: 461





EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

Page 11 of 14

**Interior Design**

- VAB Fabric on luggage racks Material: Vincent  
Color: pebble Mat.-Nr.:209-S.0000.000000.  
57
- VAC Fabric on decorative stripes  
Material: Vincent Color: anthracite Mat.  
No .: 310-S.0000.000000.58  
Sidewall trim  
Dralon velor uni color: anthracite Mat.-  
Nr.:310-S.0000.000000.58
- VAF
- VAM Toilet cabin  
Front in material: Dralon velor uni Color  
: anthracite Mat. No .: 310-S.0000.000000  
.58 Sidewall and door in Material: Alu  
Color: Abet Print Mat. No .: 877  
Fabric cover Walls front  
behind driver and entry I Colombo black  
uni
- VSA Sunblind on the side windows,  
manually adjustable and rear curtain Mate  
rial rear curtain: Color: Monza pebble Ma  
t. No .: 5120
- V32

**Paint Work Finish**

- Y68 Paintwork, single colour
- YL1 Bumper units painted in body colour



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

12 of 14

**Paint Work Finish**

305.10000           Paint details Attention: Up to the  
                          front edge of the roof cpl. painted in  
                          silver Base color: RAL 9005 jet black  
                          Shock elements front and rear: RAL 9005  
                          deep black Exterior mirror RAL 9005 deep  
                          black  
                          Information on the label  
                          complete stem with stone guard  
                          protective film !!

305.10500

**Further**

X10                   - Interior information signs in English  
                          - Vehicle documentation in English

Z05                   Country Code USA

F14                   Stone impact protector plastic film  
                          at bottom of windscreen

**KSW**

K99999901           Additional sign for USA Greenhouse  
                          Gas Legislation.  
                          Arrangement:  
                          In entrance 1, above the nameplate  
                          Booster poles in the room above  
K99999903           Mount the trailing axle on the right  
                          Door opener door 1: door handle on  
                          Driver's seat with continuous current (without  
K99999904           Activation of the vehicle ignition)



EvoBus GmbH - Setra Omnibuse - Postfach 9042 - 89087 Neu-Ulm  
REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

Page 13 of 14

**Int. Administr. Only**

MDD

Mercedes-Benz engine OM 471 LA, 336 kW

GA1

Automatic transmission Allison WTB 500



EvoBus GmbH - Setra Omnibusse - Postfach 9042 - 89087 Neu-Ulm

Page 14 of 14

REV Coach LLC  
245 S. Executive Drive  
BROOKFIELD, WI 53005 53005  
USA

**Note on the installation of electrical and electronic accessories (EUB) :**

Since January 1, 2009 compliance with 72/245/EEC version 2004/104/EC has been a mandatory requirement.

A vehicle-specific approval in accordance with the said directive exists; specific approval for customer-supplied parts must be presented by the customer at the time the order is being clarified.

If electrical or electronic accessories (EUB) from the customer are being retrofitted, then these parts must conform to the EMC Directive 95/54/EC, and be confirmed by a certificate from the competent approving authority.

**Fittings subject to mandatory fire testing**

Combustible materials that are fitted in the passenger area must be fire tested in accordance with ECE-R 118.01, and FMVSS 302 or CMVSS 302.

The test must be supported by documentary evidence in the form of a test report from a test agency accredited for these tests by the Kraftfahrtbundesamt (German Federal Motor Vehicle Registration Agency). This test report must be presented by the customer at the time the order is being clarified.

This also applies for parts supplied by the customer. If combustible materials from the customer are being fitted in the passenger area, then a fire test in accordance with EU 95/28/EC must also be certified for these parts.

**Material not included in EvoBus Collection**

In the case of selection of fabric or other cover material, which is not included in the EvoBus Collection, such material has not been tested by us and released for use in our vehicles!

We therefore must draw your attention to the fact that the material can show negative qualitative deviations from the material in the collection offered by us, in particular with respect to its abrasion, soiling and cleaning characteristics and pilling.

You are required to request and observe information about the suitability and specific handling of such material from the manufacturer directly in advance.

The sale and processing will take place only at the express wish of the customer.



THE  
MUSCOGEE (CREEK) NATION

JAMES R. FLOYD  
PRINCIPAL CHIEF

LOUIS A. HICKS  
SECOND CHIEF

PROPOSAL

Date: 08/27/2019

Project No: Muscogee (Creek) Nation Project 2

Project: MCN EV Charging Station

Okmulgee, OK



THE  
MUSCOGEE (CREEK) NATION

JAMES R. FLOYD  
PRINCIPAL CHIEF  
LOUIS A. HICKS  
SECOND CHIEF

Muscogee (Creek) Nation Tribal Construction submits the following proposal on the referenced project.

Details:

**Charging Equipment** - Provide and install two (2) each Clipper Creek CS-40 Level 2 Charging Ports, 40 amp rated circuit. (7.7 kW nominal charge rate).

Indoor/Outdoor fully sealed enclosure. SAE J1772 connectors with 18' cord.

Single mounting pedestal with dual mount hardware and dual retractable cord management system.

Concrete pedestal foundation.

\*\*This is stand-alone equipment without networking capability.

**Electrical Service** - Provide materials and labor for two (2) each 40 amp/2 phase 240V circuits for charging equipment and one (1) each 120V single phase circuit for canopy lighting from Executive Building panel.

Two (2) each industrial type weatherproof lighting fixtures with Photocell control at canopy.

\*\*Assuming Executive Building currently has adequate power supply for additional load required by the EV equipment and lighting.

**Canopy** - Provide and install 34' X 20' X 9' min. height steel canopy. Canopy frame is constructed of structural steel columns and beams, roof purlins, pre-finished roof panels, trim, gutter, downspouts and soffit panels. Furnish material and labor to install concrete foundations. Includes design, canopy and foundation engineering and PE stamp.

**Misc.** - Furnish material and labor for EV Charging specific pavement markings, including EV space stencil, lines, cross-hatching, signs and posts for two spaces.

Furnish material and labor for concrete sidewalk infill at island and four (4) each steel pipe bollards for equipment protection. Furnish material and labor for sod replacement at areas disturbed by construction. Furnish material and labor to paint canopy columns and bollards.

Excludes: Bonds, Permits, liquidated damages, any equipment, material, labor or service not specifically noted above.

The project shall be provided for the following amount:

Base Bid \$ 155,962.15

Total \$ 155,962.15

# CS SERIES



**PUBLIC  
CHARGING  
STATION**

**A REAL PRODUCT, FOR THE REAL WORLD.** The CS Series from ClipperCreek is designed to take the wear-and-tear of everyday use in all environments. Its tough NEMA 4 outdoor rated enclosure and rubber over-molded connector for the CS-60 and above ensures you can install this unit anywhere with confidence.

- **MANY POWER LEVELS** - 16A to 80A charging
- **QUALITY** - Technology that works for the life of your current plug-in vehicle and then some
- **CONVENIENCE** - 25 feet of charging cable for installation and operation flexibility
- **DURABILITY** - Rugged, fully sealed NEMA 4 enclosure for installation anywhere
- **RELIABILITY**- Backed by ClipperCreek's 1-year warranty, and outstanding customer service



# CS SERIES

## PRODUCT OVERVIEW

To learn more call 877-694-4194  
or visit [ClipperCreek.com](http://ClipperCreek.com)

### ELECTRICAL SPECIFICATIONS

- **Service** - 208V to 240V, 20A to 100A, single phase, 2 wire w/ground
- **Charge Current or Output Power** - 208V to 240V, 16A to 80A continuous (3.8kW to 19.2kW)
- **Service Ground Monitor** - Constantly checks for presence of proper safety ground
- **Automatic Circuit Reclosure after minor power faults**
- **Charge Circuit Interruption Device** - Ground Fault Protection with fully automated self-test, eliminates manual user testing
- **Cold Load Pickup** - Time-delayed and randomized to allow seamless re-energizing of unit following power outages
- **External Control Input** - Allows external control from smart meter (AMI), billing or load management device

### MATERIAL SPECIFICATIONS

- Indoor/outdoor rated fully sealed (NEMA 4) enclosure
- Operating Temperatures: -22°F to 122°F (-30°C to +50°C)
- 22" H x 17" W x 8" D (559mm H x 432mm W x 203mm D)
- Weight 33 lbs. (15kg) to 45lbs. (20.4kg)
- UL, cUL, ETL, cETL Listed

## MULTIPLE CONFIGURATIONS

MODEL:	CS-100	CS-90	CS-80	CS-70	CS-60	CS-50	CS-40	CS-30	CS-20
CIRCUIT BREAKER RATING:	100A	90A	80A	70A	60A	50A	40A	30A	20A
CONTINUOUS CURRENT:	80A	72A	64A	56A	48A	40A	32A	24A	16A

### CODES AND STANDARDS

- **UL 2594** Electric Vehicle Supply Equipment
- **UL 2231** Personal Protection Device (i.e., CCID Hardware)
- **UL 1998** Standard for Safety-Related Software
- **UL 991** Standard for tests for Safety-Related Controls Employing Solid-State Devices
- **NEC 625** Electric Vehicle Charge System
- **SAE-J1772™** Electric Vehicle Conductive Charge Coupler

