

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
September 7, 2021 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the August 16, 2021 regular meeting.
 - b. Approve Change Order No. 1 for Water Treatment Plant Expansion.
 - c. Approve staff to enter into a contract with USIC Locating Services, LLC to provide locating services for water, wastewater, and stormwater lines.
2. Discussion and consideration to purchase a restroom/shower facility to be installed at Isaac Walton Campground and Swim Area at Shawnee Twin Lake No. 1, in the amount of \$96,591.00.
3. Discussion and consideration of a budget amendment for Fund 501 Shawnee Municipal Authority to fund restroom improvements at Glen Collins Park, Shawnee Twin Lakes.
4. Discussion and consideration of a resolution declaring certain items of personal property surplus and no longer needed for Shawnee Municipal Authority purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at Shawnee Municipal Authority's discretion.
5. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
6. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 09/07/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the August 16, 2021 regular meeting.

Fiscal Impact

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION, MONDAY, AUGUST 16, 2021, DURING THE BOARD OF CITY COMMISSIONER MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 4:00 P.M. ON AUGUST 12, 2021. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Matthews, Weaver, Flood, Bolt, Rutherford, Sehorn, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

- a. Minutes from the August 2, 2021 regular meeting.

A motion was made by Trustee Flood, seconded by Trustee Weaver, to approve Consent Agenda Item No. 1 (a). Motion 6-0-1.

AYE: Flood, Weaver, Bolt, Rutherford, Sehorn, Salter

NAY: None

ABSTAIN: Matthews

AGENDA ITEM NO. 2: New Business (Any matter not known, or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:36 p.m.)

ED BOLT, CHAIRMAN

ATTEST:

LISA LASYONE, SECRETARY

DRAFT

Shawnee Municipal Authority

1. b.

Meeting Date: 09/07/2021

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Change Order No. 1 for Water Treatment Plant Expansion.

Fiscal Impact

Attachments

Change Order No. 1



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Eric Benson, Interim City Manager
Date: 8/26/2021
Re: Water Treatment Plant Project Change Order

Staff respectfully request approval of the attached change order for replacement of the chlorine dioxide generator system. This change order will maintain DEQ compliance and is mandated by the sanitary survey findings from DEQ. *“OAC 252:626-11-3[b][2] – The sodium chlorite chemical feed system was not flow paced. OAC 252-626-11-3[b][5] – The sodium chlorite chemical feed system was not equipped with an alarm in case of failure.”* Total change order increase is \$115,336.93.

CHANGE ORDER NO. 1

Owner: Shawnee Municipal Authority
Engineer: Holloway, Updike and Bellen, Inc.
Contractor: Downey Contracting LLC
Project: Water Treatment Plant Expansion
Date Issued: August 17, 2021

Owner's Project No.: P-40-1020504-03
Engineer's Project No.: 19SHAWWTP
Contractor's Project No.: N/A

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: Replace existing chlorine dioxide generator system in the same location as the existing equipment.

Attachments:

Downey Contracting LLC Proposal

Haynes Equipment Co. Proposal

Purpose: ODEQ sanitary survey stated system needs to be updated and to be paced the by the SCADA system.

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times: 600 Days	
\$ 14,594,000.00		Substantial Completion: March 24, 2023	
		Ready for final payment: March 24, 2023	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 0.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 14,594,000.00		Substantial Completion: March 24, 2023	
		Ready for final payment: March 24, 2023	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 115,336.93		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 14,709,336.93		Substantial Completion: March 24, 2023	
		Ready for final payment: March 24, 2023	

Recommended by Engineer
Holloway, Updike and Bellen, Inc.
By: 
Title: Vice President
Date: 8/23/21



Approved by Owner
Shawnee Municipal Authority

By: _____
Title: _____
Date: _____

Accepted by Contractor
Downey Contracting LLC
By: 
Title: Project Manager
Date: 8/23/2021

EICDC® C-941, Change Order.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Downey Contracting, LLC
RFP 001: Add Chlorine Dioxide System

Project: Shawnee WTP Improvements

Date: 12-Aug-21

Description: RFP 001: Add Chlorine Dioxide System

DIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR COST/UNIT	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
TOTAL DIRECT COSTS									\$ -

SUBS/SUPPLIERS

DESCRIPTION	COST
Haynes Equipment (See Attached Quote Dated July 9, 2021)	\$ 98,496.00
TOTAL SUBS/SUPPLIERS COSTS	\$ 98,496.00

INDIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR COST	BURDEN 30%	MAT'L COST/UNIT	MAT'L COST		TOTAL COST
Superintendent		HR	\$50.00	\$0.00	\$ -		\$ -		\$0.00
Gas and Pickup		DAY		\$0.00	\$ -	\$125.00	\$ -		\$0.00
Project Manager	8	HR	\$50.00	\$400.00	\$ 140.00		\$ -		\$540.00
Job Trailer		DAY		\$0.00	\$ -		\$ -		\$0.00
Storage Trailer		DAY		\$0.00	\$ -		\$ -		\$0.00
Office Supplies		DAY		\$0.00	\$ -		\$ -		\$0.00
Dumpster		EA		\$0.00	\$ -		\$ -		\$0.00
Daily Cleanup		DAY		\$0.00	\$ -		\$ -		\$0.00
Temporary Protection		LS		\$0.00	\$ -		\$ -		\$0.00
Mobile Phone		DAY		\$0.00	\$ -		\$ -		\$0.00
Portable Toilets		DAY		\$0.00	\$ -		\$ -		\$0.00
Equipment Rental		LS		\$0.00	\$ -		\$ -		\$0.00
TOTAL INDIRECT COSTS									\$ 540.00

COST SUMMARY

DIRECT COSTS	\$0.00
SUBS/SUPPLIERS	\$98,496.00
INDIRECT COSTS	\$540.00
SUBTOTAL	\$99,036.00
Bond	\$1,049.39
Insurance	\$396.14
Overhead 10%	\$9,903.60
Profit 5%	\$4,951.80
GRAND TOTAL	\$115,336.93

This change order pricing is valid for 7 days.
An additional 0 calendar days are requested.

APPROVAL

SIGNATURE

DATE

Proposal

Equipment for New and Used Water

121 N.W. 132nd Street
Oklahoma City, OK 73114

Phone 405-755-1357 Fax 405-755-6493

Date: July 9, 2021

To: **Jacob Wickware**
City of Shawnee WTP
mob 405-593-1414
jacob.wickware@shawneeok.org

Re: Chlorine Dioxide System

[illegible]

If you have any questions concerning this quote, please contact Joe Mossauer @ 405-755-1357.
THANK YOU FOR YOUR BUSINESS!

City of Shawnee

PUBLIC WORKS
MUNICIPAL AUTHORITY

August 23, 2021

Candy Thompson
Water Quality Division
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, OK 73101

Re: Shawnee Water Treatment Plant Expansion
P40-1020405-03

Dear Ms. Thompson:

Please make the following changes to our 271 to initialize Change Order No. 1.

Item	Current	Requested
Construction	\$14,594,000.00	\$14,709,336.93
Contingencies	\$1,036,605.00	\$921,268.07

Sincerely,

SHAWNEE MUNICIPAL AUTHORITY



Brad Schmidt
Public Works Director

Shawnee Municipal Authority

1. c.

Meeting Date: 09/07/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve staff to enter into a contract with USIC Locating Services, LLC to provide locating services for water, wastewater, and stormwater lines.

Fiscal Impact

Attachments

Memo

Contract



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Eric Benson, Interim City Manager
Date: 8/26/2021
Re: USIC Service Proposal

Staff requests approval to enter into a contract with USIC Locating Services to provide locating services for water, wastewater, and stormwater lines throughout the City of Shawnee. This will significantly streamline the process and allow staff to be better utilized in maintaining our distribution and collection system. The estimated annual cost is \$90,000. Currently, staff is unable to properly respond to all locate requests due to the increase of calls. This will reduce staff costs and eliminate inventory costs.

FACILITIES LOCATING AND MARKING
SERVICE CONTRACT

THIS CONTRACT is entered into as of August 24, 2021, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Shawnee, OK (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract (**Excavation Notification Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities in the Contract Service Area.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advance Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate which may include hand digging and/or vacuum excavation.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.
 - 1.4 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources

(including but not limited to manhole or vault entry, Unlocatable Facilities, labor, time, and equipment) outside of those routinely expended by USIC to complete accurately and safely a Locate.

- 1.5 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
- 1.6 **Custom Reporting** means any reporting request from customer to USIC that cannot be accomplished by customer via USIC customer portal.
- 1.7 **Customer's Facilities** means any Facilities owned or operated by Customer.
- 1.8 **Damage Investigation Fee** means the fee charged to Customer for any damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data) from which it is determined USIC is not at fault.
- 1.9 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing, or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.10 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
- 1.11 **Emergency After Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and is transmitted on weekends or on weekdays outside of the USIC's normal business hours (7:00 am – 5:00 pm).
- 1.12 **Emergency Holiday Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable

state law and/or is transmitted on any Federally observed holiday (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Days, Thanksgiving Day, Christmas Day) or any state One-Call holiday.

- 1.13 **Environmental Handling Fee** means a fee imposed to cover USIC's cost and labor associated with proper use, disposal, and storage or recycling of any hazardous or harmful material to the environment.
- 1.14 **Excavator** means any person or entity which engages directly in excavation.
- 1.15 **Facilities** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.16 **Gridding (also known as "Excavation Notification Area")** means the geographic boundary area identified by Customer and provided to the applicable state One-Call center which is used to determine whether a request for Locate will generate a ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a locate ticket).
- 1.17 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
- 1.18 **High Profile Facilities** means non-residential fiber cables, telecom cables 1200 pair or greater, electrical switchgears, 1000MCM(Mill) cable, 6" or greater gas mains, and 10" or greater water mains.

- 1.19 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.20 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.21 **Locate** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate in accordance with this Contract.
- 1.22 **Locate Service** means using Standard Locate Services or Advance Locate Services to determine: 1) the presence or absence of Customer's Facilities; 2) whether Customer's Facilities conflict with proposed excavations; and 3) where appropriate, the Marking of the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.23 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.24 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.25 **Marking** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA.
- 1.26 **Project Locate** is a ticket type designated by the state one call center or is any Locate that involves multiple addresses or requires more than 30 minutes to Locate Facilities at the excavation Site. Project Locate time is

tracked using system time thresholds and may include any ticket type (including but not limited to tickets designated as routine, normal, and/or emergency).

- 1.27 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.28 **Repair Costs** means the reasonable and customary, actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages, but shall specifically exclude any Third Party Claims. "Repair Costs" is equal to only the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and 3rd party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. "Repair Costs" specifically excludes, except where prohibited by law: the costs and expenses listed in paragraph 7.2; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities); administrative charges including third party administrator fees; and costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.29 **Services** means the services to be provided by USIC under this Contract.
- 1.30 **Site** means the premises where Services are performed, and Customer has ownership or exercises control.
- 1.31 **Site Visit** means to visit the Site of a request for a Locate, but there are no Locatable Facilities to be marked.
- 1.32 **Standard Locate Service** means 1) determining whether the Customer's Facilities are in conflict with proposed excavations when employing one conductive hook-up point on either side of a Locate target that is Identifiable,

and 2) Marking, where appropriate, the proper path or routes of Customer's Facilities with Reasonable Accuracy.

- 1.33 **Telecommunications Vault or Manhole Entry** as stated 29 CFR 1910.269(x) is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role.
- 1.34 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) losses identified in Section 7.2.
- 1.35 **Ticket** means the document generated at and transmitted by the One-Call center to USIC containing each request for Locate.
- 1.36 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records, facility prints, drawings, or maps provided by Customer or from a Visual Examination.
- 1.37 **Unlocatable Facilities, including untenable facilities**, means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be Marked with Reasonable Accuracy using Standard Locate Service procedures employed by USIC.

- 1.38 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.39 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.40 **White-Lining** means the Excavator designates the route and/or area to be excavated using white premarking either onsite or electronically (when available through the One-Call center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One-Call center and before the locator arrives on the job.

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials, and equipment necessary to perform Locate Services for Customer within the Contract Service Area, except for the maps and records to be provided by Customer under Section 3.1. All Ticket transmittals to USIC shall come directly from the One-Call center for the Contract Service Area.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are underground Locatable Facilities present at the excavation site, USIC will indicate the presence of those Facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed

excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.

- 2.5 Customer agrees that USIC will have the right to screen tickets via prints and other technology which eliminates the requirement for an in person visit to the Site. Customer also agrees that, notwithstanding anything to the contrary contained in this Contract, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable Facility.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written consent or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.
- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.

- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer agrees not to suppress or screen any tickets in the Excavation Notification Area that would otherwise come to USIC from the state One-Call center. All Customer tickets shall be transmitted directly to USIC from the state One-Call center.
- 3.2 Customer shall not change existing Gridding such that the volume of tickets received by USIC is reduced with the applicable state One-Call center on or after the Contract Effective Date except as provided in Section 5.4.
- 3.3 Customer agrees to provide USIC with the maps and prints in a GIS format (.shp, .mdb, or .gdb) and One-Call ticket information (One-Call format for the applicable state) via e-mail or web services to USIC's Ticket Management System, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up to date and provide them to USIC in a timely manner via Secure File Transfer Protocol (SFTP.) USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all tickets received from the State One-Call center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract Service Area that Customer has provided to the State One-Call center.

- 3.6 Customer agrees to provide USIC with all state-issued 811 codes and a comprehensive Customer Point of Contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; (3) Markings will be provided outside the Minimum Approach Distance. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via email of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via Customer specified email address.
- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice.
- 4.3 A 3% late payment fee will be assessed for any invoice past due.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, then USIC may give written notice describing such breach ("Notice of Default"). If such material breach is not curable or the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default then, at the option of USIC, this Agreement shall terminate, in addition to all the other rights and remedies available to the non-breaching party under this Agreement and at law and in equity.

- 4.5 If Customer fails to pay any Invoice according to the provisions of this Agreement and (a) such failure continues for a period of five Business Days after written Notice of such failure is provided to Customer or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Agreement, then USIC, by delivery of written Notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) the advance payment in cash by Customer to USIC for Work or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Agreement; (ii) terminate this Agreement upon written Notice to Customer, or (iii) suspend or reduce all services under this Agreement without prior Notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Agreement or otherwise. If USIC exercises the right to terminate this Agreement or suspend or reduce any services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of November 1st, 2021, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the Excavation Notification Area as identified in Exhibit A.
- 5.3 Either party to this Contract can terminate this Contract upon sixty (60) days' prior written notice to the other. Upon such termination Customer shall only be liable for payment for any Services performed by USIC prior to the effective date of termination. Failure by Customer to provide proper notice

under this provision will result in a penalty equal to 60 days average billing over the prior twelve-month period.

- 5.4 Either party may at any time propose changes in the schedule or scope of this Contract. USIC is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in the scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 5.5 The scope, pricing, schedule and other provisions may, as appropriate, be equitably adjusted by USIC within 30 days of written notification to reflect additional costs or obligations incurred by USIC resulting from a change in Customer's requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations.
- 5.6 Without prejudice to any other right or remedy USIC may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Customer, USIC may terminate the Agreement without any liability being owed thereby by Customer to Contractor, in the event of the occurrence of any of the following:
- 5.6.1. insolvency of Customer;
 - 5.6.2. filing of a voluntary petition in bankruptcy by Customer;
 - 5.6.3. filing of an involuntary petition in bankruptcy against Customer;
 - 5.6.4. appointment of a receiver or trustee for Customer;
 - 5.6.5. execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 5.6.6. commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
 - 5.6.7. or Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall promptly, and not later than twelve (12) hours from becoming aware of the Damage, notify USIC. This notification may be made by calling USIC at 1-800-778-9140 or by sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 6.2 USIC will investigate incidents of Damage to Customer's Facilities and provide, upon request, a written report of its findings to Customer. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with section 12.
- 6.3 USIC shall be entitled to collect a Damage Investigation Fee for each investigation, performed by USIC relating to a potential or alleged Damage to Customer's Facilities, unless such investigation concludes or the parties ultimately agree that the damage was Locator At Fault.
- 6.4 Customer agrees that should it fail to notify USIC as provided in section 6.1 of any Damage to Customer's Facilities within twelve (12) hours after Customer receives notice of the damage, then USIC shall not be liable to Customer for Repair Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims as

applicable, in accordance with Section 7, even if it is later determined that such damage constitutes a Locator At Fault Damage.

- 6.5 When damages are determined to be Locator at Fault Damage, Customer agrees that USIC will be invoiced for repair costs only with supporting documentation provided with the invoice. Customer agrees not to invoice USIC for third party claims administrator fees.
- 6.6 Customer agrees to submit all supporting documents and detail for any claims related to USIC's failure to perform within 6 months of date of claims invoice. If USIC does not receive supporting detail to justify the invoice, Customer shall waive the ability to further request payment or withhold payment for USIC due to any contested invoices. This provision does not preclude Customer from seeking remedies in a court of competent jurisdiction.

7. Limitation of Liability and Indemnification

- 7.1 USIC will be responsible for paying Customer's Repair Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities at the location of the Damage, and b) the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Repair Costs payable by USIC shall at no time collectively exceed \$5,000 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. The total liability of USIC for all claims of any kind arising from or related to the formation, performance or breach of this Contract or any products or Services shall not exceed one times the annual collected contract value determined by trailing twelve month period, to the extent compliant with applicable law.
- 7.2 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime

costs, increased operating costs, administrative costs including third party administrator fees, and any special, consequential, incidental, indirect or punitive damages, or claims of any customers of Customer for any of the foregoing types of damages. Nothing in Sections 7.1 or 7.2 shall be interpreted to limit liability on the part of USIC for wanton, willful, reckless, or grossly negligent conduct on the part of USIC.

- 7.3 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of negligence. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but cost of such counsel shall be borne by the Indemnified Party. USIC shall not indemnify Customer for claims resulting from Damages that are not caused by USIC's negligence or for damages to Unidentifiable Facilities, Unlocatable Facilities or Third-Party Claims that arise from the sole negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 4%.
- 8.2 Notwithstanding Section 8.3, USIC may, following the first contract year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall

either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 12.1.

- 8.3 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on “U.S. Regular Conventional Retail Gas Prices” from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mo_gas_history.html.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out (“LOTO”) procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC’s personnel regarding Customer’s safety practices. Without limiting Customer’s obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 If, in USIC’s reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

- 9.4 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.5 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.6 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.7 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- 9.8 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
- a. Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - b. Information about the design and operation of the Customer's installations that USIC needs;
 - c. Arc flash studies;

- d. Ground fault studies;
- e. Hand hole, manhole, and utility vault details; and
- f. Danger poles tagging

9.9 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.

9.10 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

9.11 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Equal Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law.

11. Insurance

11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE:	LIMITS:
Workers Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability (contractual liability limited to terms and conditions of the insurance policy)	
Each Occurrence (bodily injury, advertising injury, personal injury and advertising injury)	\$2,000,000
General Aggregate	\$8,000,000
Products Completed Operations Aggregate	\$8,000,000
Medical Limits	Not Covered
Damages to Premises Rented to You Limit	\$1,000,000
Automobile Liability CSL	\$5,000,000
Cyber	\$10,000,000

12. Dispute Resolution

12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.

12.2 Prior to seeking third party adjudication relating to a dispute under the terms of this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be

held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may pursue formal resolution in accordance with the below Section 12.3.

- 12.3 The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "Disputes") promptly by negotiation between individuals who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All negotiations pursuant to this Section are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the Dispute has not been resolved by negotiation within sixty (60) Days of the disputing Party's initial notice, or if the Parties failed to meet for the first time within ten (10) Days of the initial notice, then either Party may initiate arbitration or litigation for matters in dispute of \$250,000 or less. For all matters in dispute over \$250,000, either party may initiate litigation in a court of competent jurisdiction. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

13. Non Solicitation

- 13.1 Customer agrees that during the Term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

14. Force Majeure

14.1 Neither party shall be deemed to be in default of this Contract to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

15. Contract Modification and Assignment

15.1 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

15.2 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least 60 days' advance notice and the prior written consent of USIC.

16. Contract Entirety

16.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

17. Severability Clause

17.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties'

intention. All remaining provisions of this Contract shall remain in full force and effect.

18. Contract Notification

18.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

18.1.1 USIC authorized representative:

Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240,
contracts@usicllc.com

18.1.2 Customer authorized representative:

Attn: Shane Lomeli
800 South Kickapoo
shane.lomeli@shawneeok.org

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Shawnee, OK

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Darin Stalbaum
(Please print)

Title: _____

Title: Vice President

Date 8/24/2021

Exhibit A

USIC Locating Services, LLC shall provide Water, Sanitary & Storm Sewer Locating Services:

In the State of Oklahoma.

Member Codes (state One-Call CDC or Customer Description Codes): T09363.

USIC Locating Services, LLC Pricing:

\$ 15.50	Per Ticket Received from the One Call
\$ 40.00	Per Normal Business Hour Emergency Call Out Ticket
\$ 40.00	Per After Hour Emergency Call Out Ticket
\$ 15.00	Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes
\$ 25.00	Watch and Protect per ¼ Hour
\$ 275.00	Damage Investigation Fee

Mail Invoices To: City of Shawnee, OK
ATTN: Shane Lomeli
Address: 800 South Kickapoo
Phone: 405-878-1547
Email: shane.lomeli@shawneeok.org

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.

Shawnee Municipal Authority

2.

Meeting Date: 09/07/2021

Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration to purchase a restroom/shower facility to be installed at Isaac Walton Campground and Swim Area at Shawnee Twin Lake No. 1, in the amount of \$96,591.00.

Fiscal Impact

Attachments

Memo

Purchase Documents



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Eric Benson, Interim City Manager
Date: 8/26/2021
Re: Restroom Purchase for Isaac Walton

Staff is requesting approval to purchase the attached restroom/shower facility to install at Isaac Walton campground and swim area. This purchase will significantly enhance the services provided at this location. This purchase was approved in the current fiscal budget.



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

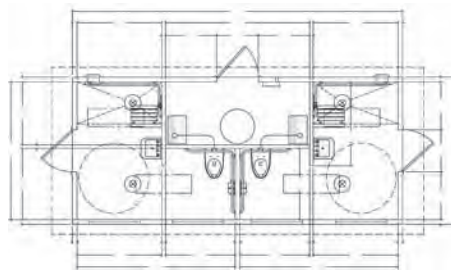
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

• F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

• F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

• F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

• Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Rainier with chase restroom/shower building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, hot water, modular shower units, off loaded and set up at site.

Base Price				Price per unit	Click to select
Rainier 10' 6" x 23' 8"				\$	
Added Cost Options:					
Final Connection to Utilities				\$	
Optional Wall Texture -choose one	Split Face Block (\$3,500)	Struck Trowel (\$3,500)	Stone (\$5,000)		
Optional Roof Texture -choose one	Delta Rib			\$	
Insulation / Heaters				\$	
Stainless Steel Water Closet (each)	Qty: 2	\$			
Stainless Steel Lavatory (each)	Qty: 2	\$			
Electric Hand Dryer (each)	Qty: 2	\$			
Electronic Flush Valves (each)	Qty: 2	\$			
Electronic Lavatory Faucets (each)	Qty: 2	\$			
Exterior Mounted ADA Drinking Fountain w/Cane Skirt				\$	
Skylight in Restroom (each)	Qty: 2	\$			
Marine Grade Skylight in Restroom (each)	Qty: 2	\$			
Fiberglass Entry and Chase Doors and Frames				\$	
Tile Floor in Restroom				\$	
2K Anti-Graffiti Coating				\$	
Timed Electric Lock System (2 doors - does not include chase door)				\$	
Exterior Frostproof Hose Bib with Box (each)	Qty:	\$			
Coin Operated Shower Control (each)	Qty: 2	\$			
Bill Changer (each)	Qty:	\$			
Paper Towel Dispenser (each)	Qty: 2	\$			
Toilet Seat Cover Dispenser (each)	Qty: 2	\$			
Sanitary Napkin Disposal (each)	Qty:	\$			
Baby Changing Station (each)	Qty:	\$			
CXT Wastebasket (each)	Qty: 2	\$			
Total Cost of Selected Accessories from Accessories Price List:				\$	
Engineering and State Fees:				\$	
Estimated One-Way Transportation Costs to Site (quote):				\$	
Custom Options:				\$	
Total Cost per Unit Placed at Job Site: (excludes all taxes)				\$	

Estimated monthly payment on 5 year lease

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☐ Sage Green
☐ Toasted Almond	☐ Oatmeal Buff	☐ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth	☐ Charcoal Grey	☐ Hunter Green	☐ Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

Basalt Mountain Blend Natural Grey Romana

Roof Texture Options:

Cedar Shake Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

Non-locking ADA Handle Pull Handle/Push Plate
Privacy ADA Latch Pull Handle/Push Plate w/Slide Lock

Deadbolt Options:

CXT Supplied Customer Supplied: _____
Type & Part Number

Accessible Signage Options:

Men Women Unisex

Paper Holder Options:

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:

Shawnee Municipal Authority

3.

Meeting Date: 09/07/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a budget amendment for Fund 501 Shawnee Municipal Authority to fund restroom improvements at Glen Collins Park, Shawnee Twin Lakes.

Fiscal Impact

Attachments

SMA Budget Amd GC Park

Posted By _____ Date _____ BA# _____ Pkt.# _____

Shawnee Municipal Authority**4.**

Meeting Date: 09/07/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution declaring certain items of personal property surplus and no longer needed for Shawnee Municipal Authority purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at Shawnee Municipal Authority's discretion.

Fiscal Impact**Attachments**

Resolution

3709

3294

1719

0681

1839

1837

1903

RESOLUTION NO. SMA-2021-_____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR SHAWNEE MUNICIPAL AUTHORITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SALE OF SAID ITEMS BY AUCTION AND, IN THE EVENT ITEMS DO NOT SELL AT AUCTION, DISPOSAL AT SHAWNEE MUNICIPAL AUTHORITY'S DISCRETION.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

That the items of personal property are described as set out in attached Exhibit "A".

Said property is hereby declared Shawnee Municipal Authority owned items which are surplus items no longer needed for Shawnee Municipal Authority purposes; that the Shawnee Municipal Authority is authorized to sell said items by auction. If any items do not sell at the auction, said items may be disposed at the Shawnee Municipal Authority's discretion.

Adopted this _____ day of _____, 2021

ATTEST:

Ed Bolt, Mayor

(Seal)

Lisa Lasyone, CMC, City Clerk

Exhibit "A"

ASSET NUMBER	YEAR	QUANTITY	MAKE/DESCRIPTION	MODEL NUMBER	VIN/SERIAL NUMBER
3709	2011	1	INTERNATIONAL DURASTAR	-	1HTJSKN8CH684983
3294	2005	1	CATERPILLAR	430D	CAT0430DTBML04933
1719	2001	1	GMC TANDEM	C8500	1GDT7H4C41J511505
0681	-	1	INGERSOLL RAND AIR COMPRESSOR	175	190330U91324
1839	-	1	MURPHY VAC TRAILER	-	2156
1837	2001	1	THOMPSON PORTABLE LIFT	-	6TSV-223
1903	1995	1	PORTACO POWER PACK	D-30D88-50-T	95528511

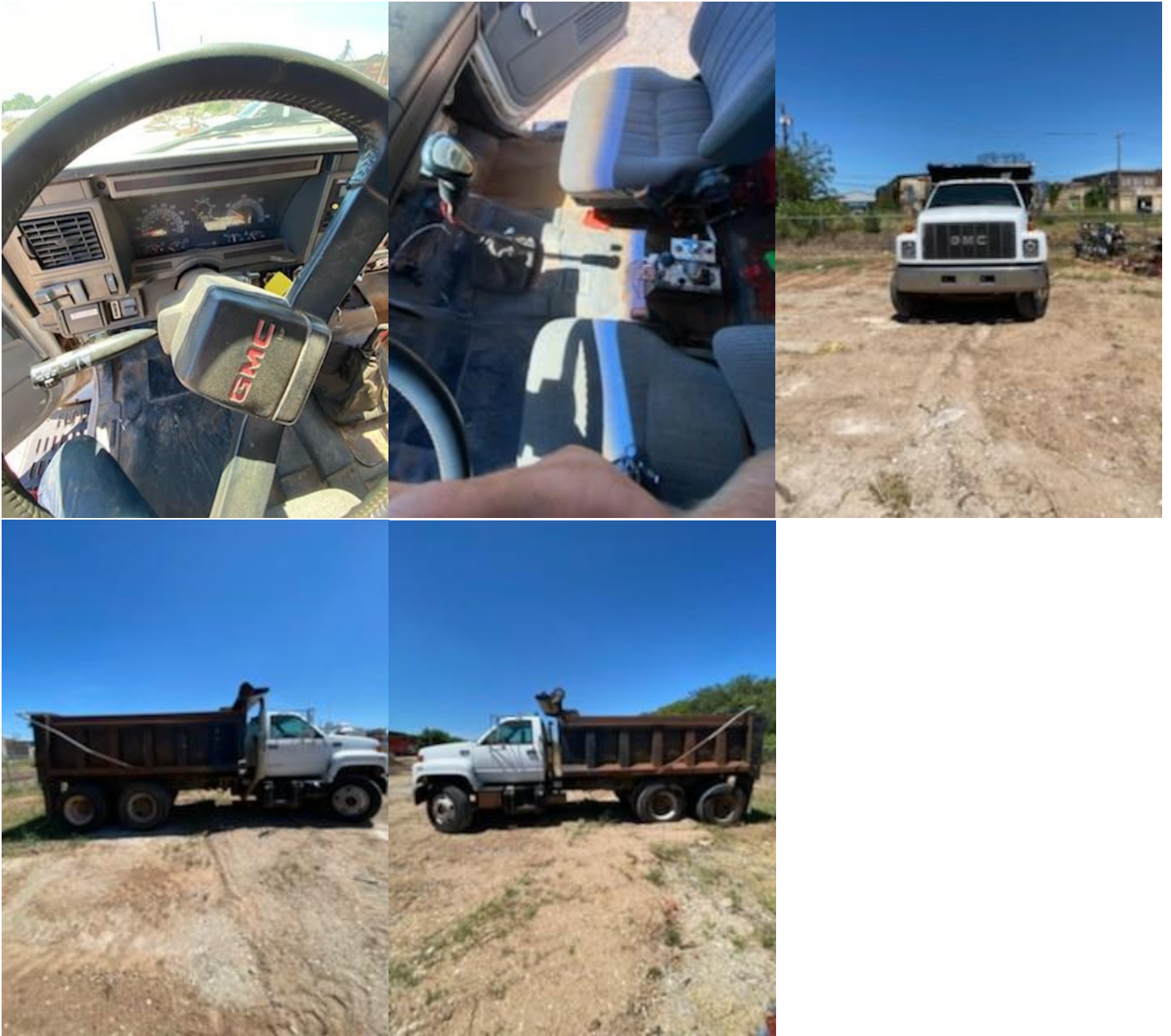
Asset No. 3709 - International Durastar



Asset No. 3294 – Caterpillar



Asset No. 1719 – GMC Tandem



Asset No. 0681 – Ingersoll Rand Air Compressor



Asset No. 1839 – Murphy Vac Trailer



Asset No. 1837 – Thompson Portable Lift



Asset No. 1903 – Portaco Power Pack

