

AGENDA
BOARD OF CITY COMMISSIONERS
August 16, 2021 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)

2. Consider approval of Consent Agenda:
 - a. Minutes from the August 2, 2021 regular meeting.

 - b. Acknowledge the following reports:
 - License Payment Report for July 2021
 - Project Payment Report for July 2021

 - c. Lake Lease Renewal:

RENEWAL:
Lot 5 Roewe Tract, 15509 Perry Road
Lessees: Candace and William Collie

3. Presentation by Animal Control to present the Pet of the Week.

4. Introduction of Shawnee 2021 student/teacher delegation for exchange trip to Nikaho, Japan.

Adult Delegate
Alicia Whiteman – 2021 Chairman

Student Delegates
Alexander Monge – Grove School
Braden Hibler – Grove School
CJ Stephens – Grove School

Elizabeth Jones – Grove School
Hadley Dyer – Grove School
Kelly Templeton – Shawnee Middle School
Kiera Jones – Grove School
Zachary Knoles – Shawnee Middle School

5. Discussion and consideration of AWM Real Estate, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 801 South Beard Street. (*Deferred from the July 19, 2021 City Commission meeting.*)
6. Discussion and consideration of a resolution to amend the Agreement Establishing the Oklahoma Municipal Assurance Group (OMAG) to continue in perpetuity.
7. Discussion and consideration of a resolution removing the temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana), of the Code of Ordinances of the City of Shawnee.
8. Consider Bids:
 - a. Resurface of West Independence Street and North Leo Street – Industrial Access Corridor (Award)
9. Consideration of a budget amendment for Fund 302 Street Improvement Fund to fund the Industrial Access Corridor Project.
10. Acknowledge monthly Sales Tax and Budget Reports.
11. Administrative Reports:
 - a. Kevin Moore, Building Inspector – Update on dilapidated structures.
 - b. Seth Barkhimer, City Engineer – Update on current Capital and Community Development projects.
12. Discussion and consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma establishing the Lake Advisory Committee, pursuant to Chapter Two, Section 35 of the Shawnee Code of Ordinances.
13. Discussion and possible action to appoint a Shawnee Lake Advisory Committee to assist in the revisions to the lake ordinances. (*Deferred from the July 19, 2021 City Commission meeting.*)

14. New Business

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

15. Commissioners Comments

16. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Regular Board of Commissioners

2. a.

Meeting Date: 08/16/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the August 2, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

AUGUST 2, 2021 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, August 2, 2021 at 6:02 p.m., pursuant to notice duly posted as prescribed by law at 5:19 p.m. on July 29, 2021. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Absent
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Daniel Matthews

INVOCATION Commissioner Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

Citizens Participation
(A three-minute limit per person)
(A twelve-minute limit per topic)

Mr. Rob Morris spoke regarding the Shawnee Lake Advisory Committee, public officials use of social media, the City Manager search committee, and the Cities of Service Grant.

Mr. Darrin Lofton spoke regarding the KSNL Aero, LLC proposal for utilization of the Shawnee Regional Airport.

Ms. Teresa Burnett stated it was difficult to hear the Commissioners during the previous City Commission meeting and inquired about Commission meeting video postings.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 9.
- b. Minutes from the July 19, 2021 regular meeting.
- c. Acknowledge the resignation of Sally Murphy from the Shawnee Community Beautification Committee.
- d. Mayor's Appointments:

Planning Commission

Craig Walker

2nd Full Term

Expires: June 1, 2024

Reappointment – Correction of Term

Zoning Board of Adjustments

Sha'kiya Morris

1st Partial Term

Expires: June 1, 2023

Replaces Tim Burg – Resigned

- e. Authorize staff to purchase three Dodge Charger Police Vehicles at the state bid price of \$26,135.00 per unit, for a total amount of \$78,405.00 from Bob Howard Chrysler Jeep Dodge.
- f. Approval of an amended Agreement for Beautification Services for City of Shawnee with South Central Industries, Inc. for trash removal and janitorial services.
- g. Approval of the request of an Inter-Governmental Agreement with the City of Oklahoma City for Regional Household Hazardous Waste Collection and Management Service.

A motion was made by Commissioner Weaver, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item Nos. 2 (a-g). Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 3:

Presentation by Animal Control to present the Pet of the Week.

Animal Control Officer Miller and Officer Spoon introduced Mia, a six-week-old female canine. Mia is up for adoption.

Officer Miller advised that the Animal Shelter currently has twenty-six dogs, eight kittens, and one pig. They will be hosting a *Dog Days of Summer* adoption event on Saturday, August 7th; the adoption fee is \$5.00 per animal.

AGENDA ITEM NO. 4:

Consideration to allow staff to submit an application for a Love Your Block Grant from the John Hopkins Cities of Service.

Interim City Manager Eric Benson and Mayor Bolt recognized Ms. Sara Dame's diligence.

Ms. Sara Dame, Non-Profit Grant Specialist, explained the details of the John Hopkins Cities of Service Love Your Block Grant. She answered questions from the Commission.

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to approve staff to submit an application for a Love Your Block Grant from the John Hopkins Cities of Service. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 5:

Consideration to become a John Hopkins Cities of Service Coalition member.

Ms. Dame explained becoming a John Hopkins Cities of Service Coalition member is a requirement for the City to apply for the Love Your Block Grant described in Agenda Item No. 4.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the City of Shawnee to become a John Hopkins Cities of Service Coalition member. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6:

Consideration of an ordinance relating to Shawnee Film and Music Office, amending Chapter 8 of the Shawnee Municipal Code Article X of Chapter 8, Filming Registration Regulations, § 8-596 and § 8-598; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

Tourism Director Stacy Moore explained this ordinance is amending two sections of the Shawnee Municipal Code relating to the Shawnee Film and Music Office. The first amendment is correcting a minor typo. The second amendment was suggested by the Oklahoma Film & Music Office to reduce the film registration requirement from 60-days to 45-days.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve an ordinance relating to Shawnee Film and Music Office, amending Chapter 8 of the Shawnee Municipal Code Article X of Chapter 8, Filming Registration Regulations, § 8-596 and § 8-598; providing for repeal; providing for severability; providing for codification.

Ordinance No. 2725NS was introduced.

AN ORDINANCE RELATING TO SHAWNEE FILM AND MUSIC OFFICE, AMENDING CHAPTER 8 OF THE SHAWNEE MUNICIPAL CODE ARTICLE X OF CHAPTER 8, FILMING REGISTRATION REGULATIONS, § 8-596 AND § 8-598; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2725NS was adopted by the City Commission

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2725NS. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 7:

Acknowledgement of Shawnee becoming an Oklahoma Film Friendly Certified Community.

Tourism Director Stacy Moore stated that the City of Shawnee has officially been recognized as an Oklahoma Film Friendly Certified Community.

AGENDA ITEM NO. 8:

Consideration to authorize staff to purchase a John Deere Tractor at the state bid price of \$142,000.00 from P & K Equipment, Inc.

Interim City Manager Eric Benson explained this tractor purchase would replace a badly damaged tractor that has been removed from service due to safety concerns.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to authorize staff to purchase a John Deere Tractor at the state bid price of \$142,000.00 from P & K Equipment, Inc. Motion carried 6-0.

AYE: Weaver, Flood, Bolt, Rutherford, Sehorn, Salter
NAY: None

AGENDA ITEM NO. 9:

Consider bids:

- a. Resurface of West Independence Street and North Leo Street – Industrial Access Corridor (Open)

BIDDER

AMOUNT

Haskell Lemon Construction Co.	\$459,002.85
Oklahoma City, OK	Alternate: \$340,914.20

City Engineer Seth Barkhimer read one (1) bid into record. Mr. Barkhimer requested the bid award be deferred to a future City Commission meeting.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to defer the bid award to a future City Commission meeting. Motion carried 6-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter, Weaver
NAY: None

AGENDA ITEM NO. 10:

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. 11:

Commissioners Comments

Commissioner Weaver inquired when the two-hour parking signs would be installed on Main Street.

Commissioner Flood thanked staff and Interim City Manager Eric Benson for the purchase of the new tractor. He stated that he is very impressed with Ms. Sara Dame.

Vice Mayor Rutherford encouraged citizens to participate in the Cops and Kids event at the Heart of Oklahoma Exposition Center on August 28, 2021.

Commissioner Sehorn stated he is glad to see movement on the Heart of Oklahoma Exposition Center grounds.

Commissioner Salter thanked Utility Director Brad Schmidt and his staff for their work on the pothole repairs.

Mayor Bolt welcomed Interim City Manager Eric Benson back to Shawnee. He expressed his appreciation for Ms. Sara Dame and the Street Department crews for recent repair work.

AGENDA ITEM NO. 12:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:39 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK, SENIOR DEPUTY CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 08/16/2021

Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports:

- License Payment Report for July 2021
 - Project Payment Report for July 2021
-

Attachments

License Payment Report

Project Payment Report



07/01/2021 - 07/31/2021

Name	Contractor	Fee Name	Payment Date	Fee Amount
CHRIS ZUHDI		Alarm Registration - Initial	7/29/2021	25.00
RYAN ROMEIKE	CINDY ROMEIKE	Lake Lease	7/27/2021	746.00
BRYAN STREET STORAGE	PRES WHITE	Retail	7/23/2021	50.00
ABUELITA'S MEXICAN RESTAURANT	JUAN HERNANDEZ	Beer and Wine - Renewal	7/22/2021	450.00
JULIANNE FORD		Alarm Registration - Initial	7/21/2021	25.00
G & G SERVICES	WAYNE GRIGGS	Storm Cellar Installer	7/19/2021	75.00
PATTERSON HOT DOGS	EVELYNE COMPTON	Food Truck	7/19/2021	50.00
OLD TOWN BURGERS	VIRGINIA WITHROW	Food Truck	7/20/2021	50.00
LITTLE RIVER POTTERY LLC	AMBER RIDLEY	Retail	7/15/2021	50.00
PAIC SOLAR	SCOTT LEDUC	Contractor License - Initial	7/15/2021	100.00
AMPLE ELECTRIC LLC	RAYMOND SMITH	Contractor License - Initial	7/14/2021	100.00
JANICE PERCELL		Alarm Registration - Initial	7/13/2021	25.00
CLARK CONSTRUCTION INC	DALE WAGNER	Contractor License - Annual Renewal	7/14/2021	75.00

Entity Fee Report

Name	Contractor	Fee Name	Payment Date	Fee Amount
AMERICAN GRIT ELECTRIC	DERRICK ROBERTS	Contractor License - Annual Renewal	7/12/2021	75.00
B-RAY'S BBQ	BRANDIE L SOSA	Food Truck	7/9/2021	50.00
CANNA BASICS OF OKLAHOMA	PAUL BAXTER	Medical Marijuana	7/16/2021	1,500.00
CANNA BASICS OF OKLAHOMA	PAUL BAXTER	Retail	7/16/2021	50.00
JON MCDANIEL		Alarm Registration - Annual Renewal	7/6/2021	15.00
DMONIO #23 / ELMER SMITH OIL CO	AMY HATTER	Beer and Wine - Renewal	7/2/2021	450.00
ELITE MEDIA GROUP, dba LINDMARK OUTDOOR MEDIA OK	JASON MALLORY	Contractor License - Initial	7/1/2021	100.00
				4,061.00

Total Records: 20

8/2/2021



07/01/2021 - 07/31/2021

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210670	7/30/2021	O - Occupancy	816 N HARRISON	BURDINE AUTOPLEX	CAR LOT	0
20210669	7/30/2021	B - Residential - New	4403 KENT RHOAD	DARYL HOLLAND	ELECTRICAL FOR POOL	0
20210668	7/30/2021	B - Residential - New	58 SERENDA LANE	SPARKS HEAT & AIR INC	AC	0
20210667	7/29/2021	PC - Zoning Change	15413 NICKENS RD	ZACHARY gRINNELL	REZONE WITH CUP	0
20210666	7/29/2021	M - Mechanical	1207 N BEARD	LUCKY DAYS HVAC	CHANGE OUT	0
20210665	7/29/2021	M - Mechanical	1015 N LOUISA	LUCKY DAYS HVAC	CHANGE OUT	0
20210664	7/29/2021	O - Sign	4548 N KICKAPOO	METRO SIGN CORPORATIO N	REPLACE EXISTING	13,000
20210663	7/29/2021	P - Plumbing	1320 E MAIN ST	DALE'S PLUMBING	REPAIR	0
20210662	7/29/2021	M - Mechanical	63 GRANADA	SUNBELT HEATING & AIR	CHANGE OUT	0
20210661	7/29/2021	M - Mechanical	22 ARAPAHO	SUNBELT HEATING & AIR	CHANGE OUT	0
20210660	7/29/2021	M - Mechanical	1629 N MINNESOTA	SUNBELT HEATING & AIR	CHANGE OUT	0
20210659	7/28/2021	P - Plumbing	1016 MUIRFIELD DR	AQUA PLUMBING SERVICES	GAS EXT - 3 FIRE RINGS	0
20210658	7/28/2021	B - Residential - Remodel	50 SERENADA LN	GARRETT ROASE	RE-ROOF	16,000

Monthly - City Clerk

Square Feet	Total Fees
0	\$50.00
0	\$54.50
0	\$104.50
0	\$330.00
0	\$92.00
0	\$92.00
120	\$50.00
0	\$54.50
0	\$79.50
0	\$67.00
0	\$67.00
0	\$54.50
5,000	\$29.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210657	7/28/2021	M - Mechanical	4208 N AYDELOTTE AVE	WATKINS HEAT & AIR	CHANGE OUT	0
20210656	7/28/2021	M - Mechanical	625 W DEWEY	LUCKY DAY PLUMBING	CHANGE OUT	0
20210655	7/28/2021	M - Mechanical	607 W DEWEY	LUCKY DAY PLUMBING	CHANGE OUT	0
20210654	7/28/2021	M - Mechanical	813 E ANNA	LUCKY DAY PLUMBING	CHANGE OUT	0
20210653	7/28/2021	B - Commercial - Remodel	2 E MAIN ST	SOONER HOUSING DEVELOPMENT LLC	REMODEL	2,985,850
20210652	7/27/2021	B - Residential - Remodel	322 N KICKAPOO	PRO ELITE RENOVATIONS	REMODEL	21,800
20210651	7/27/2021	O - Demolition and Moving	801 S KICKAPOO	DOWNEY CONTRACTING, LLC	DEMOLITION	0
20210650	7/26/2021	B - Residential - New	2694 LEGACY PL	GREG BROWN HOMES LLC	NEW CONSTRUCTION	265,000
20210649	7/26/2021	B - Commercial - New	801 S KICKAPOO	DOWNEY CONTRACTING, LLC	NEW CONSTRUCTION	14,000,000
20210648	7/26/2021	B - Accessory Structure	31509 INGRAM RD	KEITH MCBROOM	NEW CONSTRUCTION	5,400
20210647	7/23/2021	P - Well	31101 INGRAM RD	BRIAN NAVALTA	WATER WELL	0
20210646	7/23/2021	O - Demolition and Moving	1204 E CHANDLER	K & M WRECKING	DEMOLITION	0
20210645	7/23/2021	O - Demolition and Moving	1513 W WHEELER ST	K & M WRECKING	DEMOLITION	0
20210644	7/23/2021	E - Electrical	707 W 7TH ST	PAIC SOLAR	NEW INSTALLATION	0
20210643	7/23/2021	B - Solar Panels	707 W 7TH ST	PAIC SOLAR	NEW INSTALLATION	39,666
20210642	7/23/2021	O - Sign	1049 VISION BLVD STE 500	REBEL SIGN COMPANY, LLC	NEW INSTALLATION	4,000

Square Feet	Total Fees
0	\$79.50
0	\$67.00
0	\$67.00
0	\$54.50
35,602	
342	
0	
2,465	\$1,253.31
17,860	
600	\$54.50
0	\$100.00
0	
0	\$50.00
0	\$54.50
598	\$131.58
69	\$50.00

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210641	7/22/2021	E - Electrical	653 N Kickapoo	ABOVE ALL ELECTRICAL SOLUTIONS	REMODEL	0
20210640	7/22/2021	E - Electrical	1113 E 42ND ST	ABOVE ALL ELECTRICAL SOLUTIONS	NEW SERVICE	0
20210639	7/22/2021	O - Paving Cut and Boring	2698 LEGACY PL	TSU ONE	ROAD BORE	0
20210638	7/21/2021	E - Electrical	1336 E EDWARDS ST	SOLAR POWER OF OKLAHOMA	NEW INSTALLATION	0
20210637	7/21/2021	M - Mechanical	1224 ROSE DR	WARNER HEAT & AIR	CHANGE OUT	0
20210636	7/21/2021	O - Paving Cut and Boring	2224 E HIGHLAND ST	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210635	7/21/2021	O - Paving Cut and Boring	800 E JEFFERSON ST	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210634	7/21/2021	B - Swimming Pool	4403 KENT RHOAD	HYDROSCAPES	NEW INSTALLATION	114,902
20210633	7/20/2021	O - Sign	217 N KICKAPOO AVE	G&S SIGN SERVICES	NEW INSTALLATION	5,000
20210632	7/20/2021	B - Residential - Remodel	824 N PENNSYLVANIA	BRANDON ADAMS	REMODEL	40,000
20210631	7/20/2021	O - Paving Cut and Boring	2802 N BROADWAY	B & H BORING	ROAD BORE	0
20210630	7/20/2021	B - Commercial - New	3304 N KICKAPOO AVE	APOLLO BUILDING SYSTEMS, INC	NEW CONSTRUCTION	900,000
20210629	7/20/2021	E - Electrical	1709 N PENNSYLVANIA	FULL SPEED ELECTRIC LLC	NEW INSTALLATION	0
20210628	7/19/2021	B - Storm Shelter	1006 N MINNESOTA AVE	G & G SERVICES LLC	STORM SHELTER	2,650
20210627	7/19/2021	O - Demolition and Moving	224 S OKLAHOMA	G & G SERVICES LLC	DEMOLITION	0

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	
0	\$54.50
0	\$79.50
0	
0	\$120.00
756	\$64.50
77	
1,217	\$263.11
0	\$60.00
2,527	\$1,461.25
0	\$54.50
0	\$29.50
0	\$50.00

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210626	7/19/2021	B - Residential - Add On	2105 N MINNESOTA	MACH 1, INC	ADD ON	59,317
20210625	7/19/2021	B - Commercial - New	1 EAGLE RD	DAVID COTTINGHAM	NEW CONSTRUCTION	1,482,752
20210624	7/19/2021	E - Electrical	1016 MUIRFIELD DR	BOB'S ELECTRIC	NEW INSTALLATION	0
20210623	7/15/2021	B - Accessory Structure	15309 PERRY RD	ROBERT DUROY	ADD ON	0
20210622	7/15/2021	P - Plumbing	913 OVERLAND CT	ALL ABOUT PLUMBING	REPAIR	0
20210621	7/15/2021	M - Mechanical	1400 N KENNEDY AVE	AIR COMFORT SOLUTIONS	CHANGE OUT	0
20210620	7/15/2021	B - Flood Plain	2900 N BROADWAY AVE	OKLAHOMA NATURAL GAS, ONG	MAP 40125C0206J	0
20210619	7/15/2021	O - Demolition and Moving	665 N KICKAPOO	K & M WRECKING	DEMOLITION	0
20210618	7/15/2021	P - Plumbing	805 W 39TH ST	COMPLETE PLUMBING	SEWER LINE	0
20210617	7/15/2021	B - Commercial - Remodel	1810 N HARRISON AVE	CHARLES JONES	RE-ROOF	20,714
20210616	7/14/2021	B - Residential - Remodel	546 N CENTER	ACTS 29 ROOFING	RE-ROOF	15,000
20210615	7/14/2021	B - Residential - Remodel	1310 E BRADLEY ST	ACTS 29 ROOFING	RE-ROOF	16,936
20210614	7/14/2021	P - Plumbing	2802 N BROADWAY	QUALITY PLUMBING	NEW	0
20210613	7/14/2021	P - Plumbing	1329 E MAIN	COMPLETE PLUMBING	SEWER LINE	0
20210612	7/14/2021	B - Residential - New	307 MATT ST	SAME DAY WATER HEATERS		0
20210611	7/14/2021	E - Electrical	625 W DEWEY	AMPLE ELECTRIC LLC	REPLACE	0

Square Feet	Total Fees
226	\$52.53
29,988	\$8,226.50
0	\$54.50
0	
0	\$54.50
0	\$329.50
0	\$175.00
0	\$50.00
0	\$54.50
2,533	\$54.50
2,000	\$54.50
2,936	\$54.50
0	\$379.50
0	\$54.50
0	
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210610	7/14/2021	M - Mechanical	9 NORWICH CT	A/C DOCTORS	CHANGE OUT	0
20210609	7/14/2021	E - Electrical	527 E ANNA	GROVE ELECTRICAL SOLUTIONS LLC	REMODEL	0
20210608	7/14/2021	P - Plumbing	1300 SHERRY LN	ALL ABOUT PLUMBING	REPAIR	0
20210607	7/14/2021	M - Mechanical	600 W SHAWNEE MALL DR	MEARES MECHANICAL	CHANGE OUT	0
20210606	7/14/2021	E - Electrical	4402 N AYDELOTTE AVE	PAIC SOLAR	NEW INSTALLATION	0
20210605	7/13/2021	B - Residential - New	2731 WOODLAWN CT	FREEDOM HOMES LLC	NEW CONSTRUCTION	444,500
20210604	7/13/2021	B - Solar Panels	4402 N AYDELOTTE AVE	PREMIER AESTHETIC	NEW INSTALLATION	19,162
20210603	7/13/2021	B - Accessory Structure	499 HARDESTY DR	SYLVIA SMITH	NEW CONSTRUCTION	17,500
20210602	7/13/2021	M - Mechanical	1529 N KICKAPOO	SPARKS HEAT & AIR, INC	CHANGE OUT - WALKIN	0
20210601	7/13/2021	P - Plumbing	540 N AYDELOTTE AVE	VETERAN PLUMBING SERVICES LLC	REPAIR - W & S LINES	0
20210600	7/13/2021	E - Electrical	919 N MINNESOTA	FULL SPEED ELECTRIC	REPAIR	0
20210599	7/13/2021	P - Plumbing	2801 N UNION	VIP PLUMBING	REPAIR	0
20210598	7/12/2021	P - Plumbing	1451 E 45TH ST	ROTO-ROOTER	CHANGE OUT	0
20210597	7/12/2021	PC - Lot Split	1101 N UNION	JEFF LUMAN	LOT SPLIT	0
20210596	7/12/2021	E - Electrical	1310 E EDWARDS	SUNPRO SOLAR	NEW INSTALLATION	0
20210595	7/12/2021	P - Plumbing	1515 E 7TH ST	FIVE STAR PLUMBING	REMODEL	0

Square Feet	Total Fees
0	\$142.00
0	\$54.50
0	\$54.50
0	\$504.50
0	\$54.50
3,885	\$1,555.06
270	\$61.88
900	\$195.75
0	\$64.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$75.00
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210594	7/12/2021	O - Curb Cut, Driveway and Sidewalk	11 W PULASKI	DAVID WATSON	REPLACE EXISTING	0
20210593	7/12/2021	B - Storm Shelter	4308 N POTTENGER AVE	HUNTER SEALOCK	NEW INSTALLATION	4,000
20210592	7/12/2021	O - Demolition and Moving	909 N KICKAPOO	MEIER AND SON DEMOLITION	DEMOLITION	0
20210591	7/9/2021	B - Commercial - Remodel	196 SHAWNEE MALL DR	GWEN NICHOLAS / INTERPLAN, LLC	REMODEL	25,000
20210590	7/9/2021	E - Electrical	1814 E CHANDLER DR	MARC JONES CONSTRUCTION dba SUNPRO SOLAR	NEW INSTALL	0
20210589	7/8/2021	B - Residential - New	1913 CARLETON LN	J. STEELE CONSTRUCTION	NEW CONSTRUCTION	300,000
20210588	7/7/2021	B - Accessory Structure	202 W 33RD ST	SCOTT NEWBY	NEW CONSTRUCTION	6,000
20210587	7/7/2021	P - Plumbing	1027 N HARRISON	COMPLETE PLUMBING LLC	ADD NEW LINE	0
20210586	7/7/2021	B - Solar Panels	1310 E EDWARDS	MARC JONES CONSTRUCTION	NEW INSTALLATION	37,040
20210585	7/7/2021	B - Swimming Pool	14 TURKEY KNOB	ROCK CREEK POOLS LLC	NEW INSTALLATION	54,825
20210584	7/6/2021	E - Electrical	25 QUAIL RIDGE	HOLLAND ELECTRIC	POOL	0
20210583	7/6/2021	B - Commercial - Remodel	1049 VISION BLVD STE 100	RG BROWN CONSTRUCTION LLC	REMODEL	45,000
20210582	7/6/2021	B - Residential - Remodel	1223 W DEWEY	MASON HOMEWORX, LLC	REPLACE	1,200
20210581	7/6/2021	E - Electrical	32 BELLA VISTA	WILSON ELECTRIC	NEW INSTALL	0

Square Feet	Total Fees
0	\$50.00
70	\$29.50
0	\$50.00
630	\$162.00
0	\$54.50
3,688	\$1,513.20
600	\$132.00
0	\$54.50
331	\$74.84
420	\$64.50
0	\$54.50
1,200	\$304.50
0	\$29.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210580	7/6/2021	M - Mechanical	601 N BROADWAY #9	SPARKS HEAT & AIR, INC	REPLACE EXISTING	0
20210579	7/2/2021	P - Plumbing	919 N MINNESOTA	CS PLUMBING	REPAIR	0
20210578	7/2/2021	O - Sign	1336 N HARRISON AVE	YEARWOOD DESIGN WORKS	WALL SIGN	0
20210577	7/1/2021	P - Plumbing	426 S PENNSYLVANIA AVE	CS PLUMBING	REPAIR	0
20210576	7/1/2021	O - Sign	5204 N KICKAPOO AVE	LINDMARK OUTDOOR MEDIA, LLC	REPLACE EXISTING	66,300
20210575	7/1/2021	O - Sign	413 W MACARTHUR	SIGNS & WONDERS, LLC	NEW INSTALLATION	1,000
20210574	7/1/2021	M - Mechanical	128 N BROADWAY	WATKINS HEAT & AIR	CHANGE OUT	0
20210573	7/1/2021	P - Plumbing	716 N HOBSON AVE	JIMMY B QUICK PLUMBING	REPAIR	0

Total Records: 98

Square Feet	Total Fees
0	\$129.50
0	\$54.50
36	\$50.00
0	\$54.50
300	\$50.00
32	\$50.00
0	\$29.50
0	\$54.50
	\$21,271.51

8/2/2021

Regular Board of Commissioners

2. c.

Meeting Date: 08/16/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewal:

RENEWAL:

Lot 5 Roewe Tract, 15509 Perry Road

Lessees: Candace and William Collie

Attachments

Lake Lease

Community
Development
Department



222 N Broadway
Shawnee, OK
74801
405-878-1666

**SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY / INSPECTION REPORT – FOR RENEWLS / TRANSFERS**

Date: 08/16/2021	License No. 2286
Type	☒ Renewal ☐ Transfer
Commission Meeting Date	08/16/2021
Property Address	15509 Perry Rd
Lake Site Location	Roewe Tract - Lot 5
Lease Dates	08/16/2021
Lease Fee (changes annually)	746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Candace & William Collie
Address	8301 NW 35th St, Bethany, OK 73008
Phone	405.596.6595
Current Lessee (Transfer From)	
Name(s)	
Address	
Phone	
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☐ Conventional ☐ Aerobic
Last Inspected/Pumped	No septic at this time.
Miscellaneous Comments:	\$75.00 - Check 1570
Fees Collected	\$75.00



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE # 2286 TRACT NAME Roewe LOT # 5

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 08/16/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CANDACE COLLIE, WILLIAM COLLIE
8301 NW 35TH ST
BETHANY, OK 73008

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$746.00** dollars for **2021**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15509 PERRY RD

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

ATTEST:

CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 08/16/2021

Appeal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of AWM Real Estate, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 801 South Beard Street. (*Deferred from the July 19, 2021 City Commission meeting.*)

Attachments

Appeal

Staff Report

On behalf AWM Real Estate
I'm requesting a appeal
One the removal of the
structure. Also requesting and
exterior for repairs.

AWM Real Estate



Antwonette Smith

405 636 4693

antwonette98@live.com

RECEIVED

JUN 28 2021

PLANNING / CODE

RECEIVED

JUN 29 2021

CITY CLERK

City Statutes and Resolution 11-22-111

AWM Real Estate, LLC
PO Box 8387
Moore, OK 73153

26 June 2021

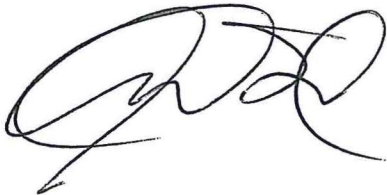
Dear Sir, Ma'am,

A preliminary report was given on my property located on 801 S. Beard St, Shawnee, OK 74801. Due to Covid-19 restrictions and quarantine, I was not able to keep up with the constant dumping of other people's trash, the constant vandalizing and constant theft of my property. I will need an extension to comply with the city ordinance. I do apologize for any inconvenience this may have caused to the city especially to my community and will require a meaningful 30 days according to 11-22-111 City and Towns Statutes to complete this task at hand. I want to thank everyone for their concerns and I will abide to this preliminary report set in place by the Municipal Governing Building Inspector on my property and I will be the one responsible to pick up trash, mow and remove any weeds, trees or shrubs and other items listed deemed a hazard to the environment within 30 days with your authorization. Thank you again.

Sincerely, *AWM Real Estate LLC*

During this Covid -19 season I have had serval deaths in my family including parents. We are currently getting back in line. Im asking for and extention to allow AWM Real Estate 60days to complete the damages .That is from wear and tear as well as members of the community stealing and destroying the property. The grids have been replace mulitlpe times. My contact info 405-626-4693

Antwone Her Smith



19-05371

19-05439

FS 1433344

FS 1386242

FS 1375054

21-02775

5-273-2121

Andrews 87



Community Development Department

MEMORANDUM

DATE: Monday, August 16, 2021
TO: City of Shawnee City Commission
FROM: Kevin Moore-Building inspector/ Interim Director
RE: Demo Appeal for 801 S Beard.

Honorable Mayor and Commissioners,

The Commercial structure at 801 S Beard had been brought to a Public Nuisance Administrative Hearing on 06.17.2021 and the owner did not appear or contact the City until they received administrative order on the property. The City has had to clean the property on multiple occasion's that we billed the property owner \$889.00 dollars that the owner has paid, attached are nine current photos taken on 06.15.2021 and one from 07.08. 2021. They were given a thirty-day extension at the 07.19.2021 City Commission meeting to address the Code violations, the property owner did try to make an effort, but the corrections are not the proper corrections, making the property look unsightly. There is also high grass and weeds in the unpaved areas and the structure and property are not being maintain. Provided are nineteen pictures of the property after the corrections were made as of 08.11.2021. ***It is the recommendation of staff to request right to proceed with demolition.*** This particular property has had public concerns regarding safety, diminished property values of the neighborhood.



Action Center

222 N. Broadway

Shawnee, OK 74801

(405) 878-1752 Fax (405) 878-1587

www.ShawneeOK.org

On July 8, 2021, our office received a call about trash at 801 S Beard. Upon our investigation into this complaint, we came across a few boxes with names on them. Enclosed are pictures of the names on boxes that were found. You are receiving this courtesy letter letting you know that you need to remove this mess or be fined \$500 for illegal dumping.

If you have any questions, you may reach me at 405-878-1752 or by email christiheaps@shawneeok.org

Thank you,

Christi Heaps
Code Enforcement Officer



07/08/2021 13:44

Home : Business Services : Corp Search : Corp Information

Entity Summary Information

Select the buttons below to file or place an order.

To view Entity Details there will be a \$5.00 charge and you will need to click on **VIEW ENTITY DETAILS** button at the bottom of the page.

If you are ordering documents such as a "Certificate of Good Standing" or "copies" you will need to click on the **ORDER DOCUMENTS** button at the bottom of the page.

If you are filing a legal document such as a trade name, amendment, annual certificate, etc., you will need to click on **FILE A DOCUMENT** button at the bottom of the page.

View Entity Detail

File a Document

Order Documents

New Search

AWM REAL ESTATE, LLC

Details	
Filing Number:	3512599973
Name Type:	Legal Name
Status:	In Existence
Corp type:	Domestic Limited Liability Company
Jurisdiction:	Oklahoma
Formation Date:	14 Feb 2017

Registered Agent Information

Name:	AWM REAL ESTATE, LLC
Effective:	14 Feb 2017
Address:	14500 N. HIWASSEE ROAD
City, State , ZipCode:	JONES OK 73049

As of: 4/21/2021.

Property Owner**Name:** AWM REAL ESTATE LLC**Property Information****Physical Address:** 801 BEARD S**Mailing Address:** 12800 ROHAN CT

OKC, OK 73170

Type: (CI) Comm. Impr.**Tax Dist:** (93SHA) Shawnee SD**Millage Rate:** 101.04**Subdivision:** AP Shawnee**Block / Lot:** 159 / 013**Size (Acres):** 0.000**Extended Legal:** AP BLK 159 LOTS 13 THRU 16 CAR WASH**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	56,000	6,720
Building:	103240	12389
Total:	159,240	19,109
Exemptions:		0
Net Assessed:		19,109

Demo
Car Wash**Land:**

Land Use	Size	Units
Land-(6)	4.00	LT

Taxes:

Estimated Taxes:	\$1,931	Note: Tax amounts are estimates only. Contact the county treasurer for exact amounts.
Exemptions:	0	

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/7/2019	2019	243	Warr. Deed	262.50	\$175,000	AWM REAL ESTATE LLC		
6/3/2015	2015	7074	Warr. Deed	495.00	\$330,000	GOBER KENNETH W & TERRY L		
5/30/2012	2012	7425	JW	346.50	\$231,000	GOBER MARK S & ASHLEY R		
10/13/2006	2006	15578	Warr. Deed	1162.50	\$775,000	JEFF DEARING & SONS LLC		
4/24/2002	2002	6733	Warr. Deed	300.00	\$200,000	SILVIA CHRISTOPHER ETAL		

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

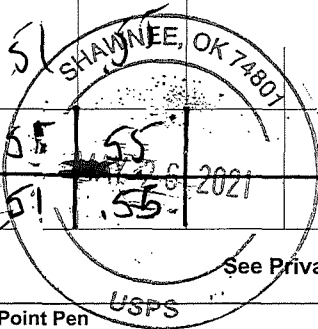
Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

9.35

Addresssee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1318 E. Main Shawnee, OK 74801	.51	.55									
6 oakwood Dr. Shawnee, OK 74801											
12800 Rohan Ct. Oklahoma City, OK 73110											
P.O. Box 8387 Moore, OK 73153											
206 Farris Dr. Earlsboro, OK 74840											
850380 South 3530 Rd. Stouard, OK 74079											
P.O. Box 98 Nicoma Park, OK 73064	.51	.55									
SLC 8 Country Club	.51	.55									
SLC 8 Country Club	.51	.55									

PS 20F2

NEOPOST
 05/26/2021
 US POSTAGE \$009.35⁰⁰
 ZIP 74801
 041L11258671



See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

(Published One Time in The County Democrat, May 28, 2021).

**NOTICE OF HEARING CONCERNING
DILAPIDATED BUILDING(S)**

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on Thursday June 17th 2021(at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 1311 N CENTER – Melrose Park Blk. 2 Lots 1 thru 4 – Cleora & Jack Bull c/o Darlene Bull

9:30 AM 801 S BEARD – AP Shawnee Blk. 159 Lots 13 thru 16 – AWM Real Estate LLC

10:00 AM 224 S OKLAHOMA – Seminole Blk. 4 lots 5 thru 8 – Jerry D. Place

10:30 AM 1318 E MAIN – Watson’s Blk. 3 lot 28 & 29 – Rhonda & Mae L. Simpson

11:00 AM 929 N DRAPER – Highland Heights Blk. 4 Lots 25 thru 28

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602
THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION
/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE ss.

Renee’ Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true a copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

May 28, 2021

Publishing Fee \$ 81.25

/s/ Renee' Wortham

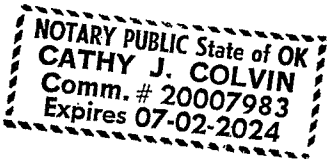
Subscribed and sworn to before me this 28th

day of May, 20 21

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24

COPY



NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

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1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

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<u>10:30 AM</u>	1318 E MAIN – Watson’s Blk. 3 lot 28 & 29 – Rhonda & Mae L. Simpson
<u>11:00 AM</u>	929 N DRAPER – Highland Heights Blk. 4 Lots 25 thru 28

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. **IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602**

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT



801 S. Beard

BUILDING INSPECTIONS PRELIMINARY REPORT

1. Structure lacking maintenance Yes-No
2. Pedestrian Hazards Yes-No
3. Vehicular Hazards Yes-No
4. Public Nuisance Complaints Yes-No
5. Tall Grass Yes-No
6. Trash Yes-No
7. Missing Drainage Grates Yes-No
8. Missing Components for Structures Intended use
Yes-No

Building Inspector



Date 5-21-21



Notice of Hearing Concerning Dilapidated Building(s)

05/24/2021

AWM REAL ESTATE LLC
12800 ROHAN CT
OKLAHOMA CITY, OK 73170

Problem Property: 801 S BEARD
Legal: AP BLK 159 LOTS 13 THRU 16 CAR WASH

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:30 AM. on 06/17/2021; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING (S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: AWM REAL ESTATE LLC PO BOX 8387 MOORE, OK. 73153



05/26/2021 09:18

Jun 15, 2021 at 11:08:23 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:38 AM

Gordon Cooper D

Shawnee OK 7480

United States



Jun 15, 2021 at 11:09:00 AM
Gordon Cooper D
Shawnee OK 7480
United States



Jun 15, 2021 at 11:09:13 AM

Gordon Cooper Dr

Shawnee OK 74801

United States



Jun 15, 2021 at 11:07:51 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:07:59 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:02 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:13 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:40 AM
Gordon Cooper Dr
Shawnee OK 74801
United States



Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 801 S Beard
Lot 013 , Block 159
AP Shawnee

OWNER: **AWM REAL ESTATE LLC**

HEARING DATE: June 16, 2021

CAUSE: Dilapidated Commercial Structure

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a single-story rock and steel framed commercial car wash which is not being maintain .
- Building Official Report: The property is not being maintain the structure's are falling apart and it appears that the sediment traps are not drain causing standing water and or sewer to bypass in the wash bays , there is also trash cans at the vacuum station's that are full and due to the lack of maintenance trash is all over the property.
- Notice mailed by Certificate of Mailing and posted upon property on or about May 26, 2021.
- There is no mortgage
- taxes are paid

COMMENTS:

- This building was reported by a citizen as dilapidated . Staff confirmed that the commercial structure's was a dilapidated structure. Given the extent of deterioration restoration is practical. My recommendation is for the owner to pull a remodel permit and repair the property and bring it back up to code or to demo the commercial structure.

CURRENT STATUS:

- There has been no change in the building's physical condition as of June 15, 2021 .

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety or welfare of the general public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety and welfare of the general public
- The hearing officer should declare the property a dilapidation public nuisance and order it abated by demolition and removal. The abatement shall commence on or after July 19 ,2021.

Sign In Sheet

DATE 6-17-21

(PLEASE PRINT)

ADDRESS	NAME	PHONE #	MAILING ADDRESS
311 N. center 801	failed to appear		
0. Beard 224	failed to appear		
5. Okla. 1318 E. Main 929	J. O. Pl. J. Anthony D. Fowles		850380 S. 3530 RD. STRAND AK 74079 1318 E. Main
U. Draper	failed to appear		

HEARING DATE 6-17-21 ADDRESS 801 S Beaud

OWNER PRESENT Yes/No/Who _____

TIME MEETING STARTS 9:30 9:55

NOTES _____

NO SHOW

No mortgage Taxes paid

recom permit to update NO show Demo

ORDER Demo

PERMIT OBTAINED BY _____

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 17th day of June, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

☒ failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 801 S. Beard

1) The Respondent shall commence the:

(a) ☒ Dismantling and removal of the building(s)

(b) / / Board and secure structure(s)

(c) / / Reset hearing date _____ / / I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained prior to June 28th, 2021 and shall complete such work no later than July 19th, 2021.

Failed to appear
Property owner or Representative

**You have 10 days to appeal this
to the City Commission.**

K. Moore
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma



06/17/2021 13:02

Aug 11, 2021 at 9:48 AM
800-896 S Broadway Ave
Shawnee OK 74801
United States



Aug 11, 2021 at 9:12:03 AM

E Dunbar St

Shawnee OK 74801

United States



Aug 11, 2021 at 9:12:19 AM
E Dunbar St
Shawnee OK 74801
United States

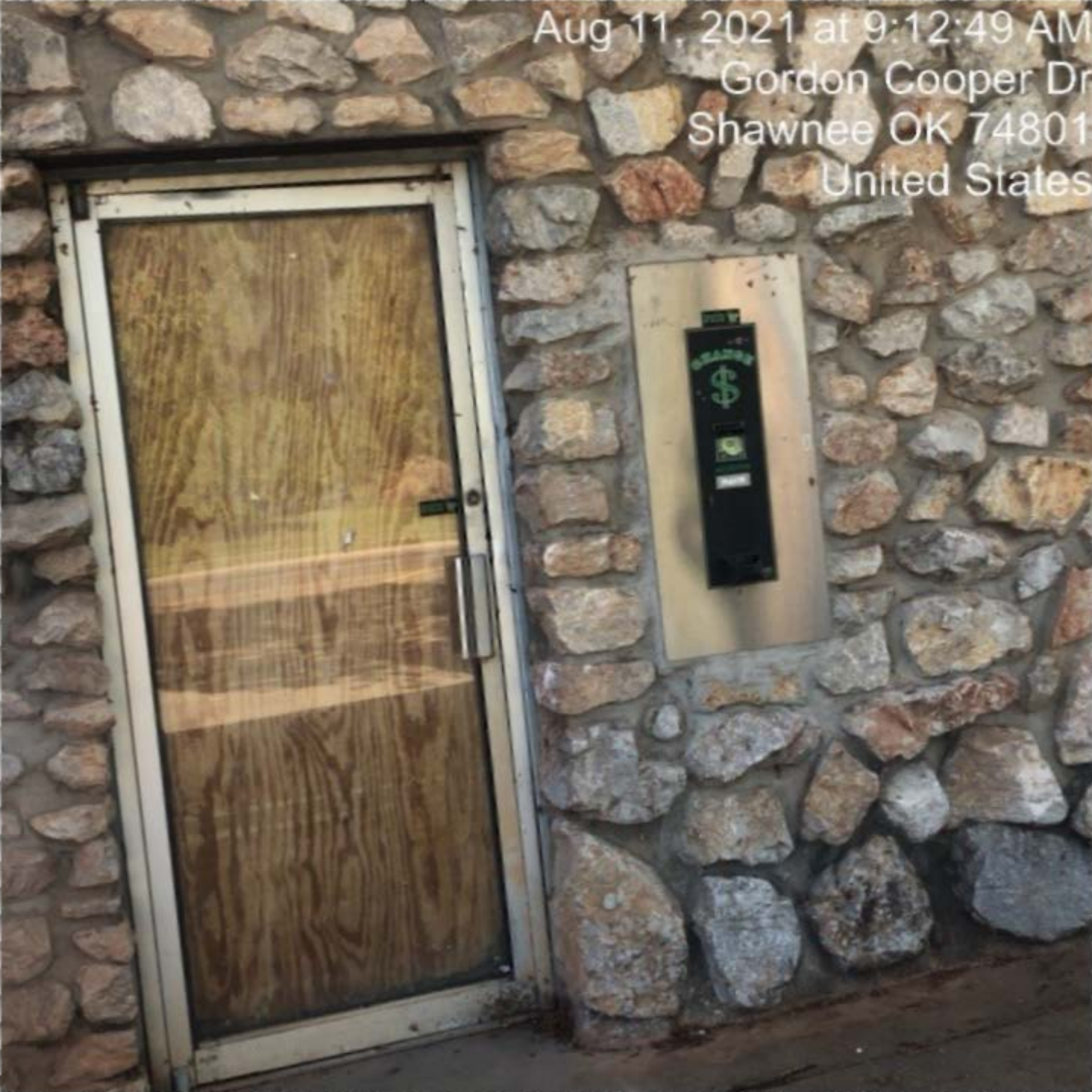


Aug 11 2021 at 9:12:32 AM
Gordon Cooper Dr
Shawnee OK 74801
United States



Aug 11, 2021 at 9:12:49 AM

Gordon Cooper Dr
Shawnee OK 74801
United States



Aug 11, 2021 at 9:12:56 AM

Gordon Cooper Dr
Shawnee OK 74780
United States



Aug 11, 2021 at 9:13:31 AM

Gordon Cooper Dr

Shawnee OK 74801

United States



Aug 11, 2021 at 9:13:53 AM

Gordon Cooper Dr
Shawnee OK 74801
United States



Aug 11, 2021 at 9:14:13 AM

Gordon Cooper Dr
Shawnee OK 74801
United States



Aug 11, 2021 at 9:14:15 AM

Gordon Cooper Dr
Shawnee OK 74801
United States



Aug 11, 2021 at 9:15:07 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Aug 11, 2021 at 9:15:09 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Aug 11, 2021 at 9:15:33 AM

E Dunbar St

Shawnee OK 74801

United States



Aug 11, 2021 at 9:15:49 AM

E Dunbar St

Shawnee OK 74801

United States



Aug 11, 2021 at 9:16:07 AM

E Dunbar St

Shawnee OK 74801

United States



Aug 11, 2021 at 9:34:19 AM

E Dunbar St

Shawnee OK 74801

United States



Regular Board of Commissioners

6.

Meeting Date: 08/16/2021

OMAG

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution to amend the Agreement Establishing the Oklahoma Municipal Assurance Group (OMAG) to continue in perpetuity.

Attachments

Memo

Agreement

Resolution



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

July 26, 2021

MS. LISA LASYONE
P. O. BOX 1448
SHAWNEE, OK 74802

Re: Amendment to Agreement Establishing OMAG

Dear Valued OMAG Member:

OMAG is a Title 74 Interlocal Act Agency that provides liability, property and workers' compensation coverage for Oklahoma cities and towns. OMAG also offers a variety of value-added services, training, grants and scholarships for our members. For a full listing of OMAG membership benefits go to www.omag.org.

From time to time the OMAG Board of Trustees asks our members to approve necessary updates to the Agreement Establishing OMAG. By placing this Resolution on your next Council meeting your municipality is agreeing to extend the life OMAG indefinitely.

If you have any questions, please contact:

Dorie Spitler, Director of Members Services
dspitler@omag.org
(405) 657-1418

Bill Tackett, Director of Risk Management
btackett@omag.org
(405) 657-1443

Sincerely,

Jon Woods, OMAG CEO

**AGREEMENT ESTABLISHING
THE
OKLAHOMA MUNICIPAL ASSURANCE GROUP**

ARTICLE:

- I. Definitions
- II. Purpose
- III. Effective Date and Duration
- IV. Creation of Group
- V. Membership
- VI. Board of Trustees
- VII. Officers, Meetings, Procedures

ARTICLE:

- VIII. Administrator and Staff
- IX. Powers and Duties of the Board
- X. Financing
- XI. Additional Members, Terminating Membership
- XII. Dissolution and Disposition of Property
- XIII. Amendment of Agreement

The authority for this agreement is found in the Interlocal Cooperation Act of the Oklahoma Statutes (Section 1001 through 1008 of Title 74 of the Oklahoma Statutes).

The parties to this agreement, and any additional municipalities which may hereafter become parties to this agreement, are joining in consideration of the mutual covenants contained herein for the purposes provided in Article II of this agreement, together with such additional purposes as may be hereafter adopted.

ARTICLE I. DEFINITIONS

For the purpose of this agreement,

- 1. The term "municipality" shall mean any incorporated city or town in the State of Oklahoma;
- 2. The term "member" shall mean a municipality which has become a party to this agreement;
- 3. The term "group" shall mean the Oklahoma Municipal Assurance Group;
- 4. The term "participating agency" shall mean a member, any duly constituted public agency or its instrumentality, or the group;
- 5. The term "board of trustees" or "board" shall mean the board of trustees of the Oklahoma Municipal Assurance Group;
- 6. The term "employee" shall mean any person who is acting or who has acted in behalf of a political subdivision or an agency whether that person is acting on a permanent or temporary basis, with or without being compensated or on a full-time or part-time basis. Employee also includes all elected or appointed officers, members of governing bodies and other persons designated to act for an agency or political subdivision, but shall not include independent contractors;
- 7. The term "insurance" shall mean a contract for indemnification against loss, damage or liability arising from unknown or determinable contingencies, or payment of a specified amount upon determinable contingencies;
- 8. The term "self-insurance" shall mean a system whereby a participating municipal agency insures itself against risks, or assumes risks, through maintenance of reserves or some other method;
- 9. The term "risk" shall mean any chance of loss from contingencies or perils;
- 10. The term "plan" shall mean any program for insurance or self-insurance for participating agencies or their employees including benefits, services, protection or indemnification for life, accident and health, property, marine, vehicle, casualty, surety or other coverage;

11. The term "policy" shall mean a contract of or agreement for effecting insurance; and
12. The term "premium" shall mean the consideration for insurance.

ARTICLE II. PURPOSE

The purpose of this agreement is to:

1. Permit the municipalities joining herein to make a more efficient use of their powers and resources by cooperating on a basis that will be of mutual advantage; and
2. Provide a procedure for securing benefits, services, indemnification or protection for participating agencies and their employees relating to insurance or self-insurance, as authorized by law, of any of the following as they are defined by Sections 702 through 708 of Title 36 of the Oklahoma Statutes:
 - A. Life insurance for employees of participating agencies;
 - B. Accident and health insurance for employees of participating agencies;
 - C. Property insurance for participating agencies;
 - D. Marine insurance for participating agencies;
 - E. Vehicle insurance for participating agencies;
 - F. Casualty insurance for participating agencies and their employees; or
 - G. Surety insurance for participating agencies and their employees.

ARTICLE III. EFFECTIVE DATE AND DURATION

The effective date of this agreement shall be June 1, 1977. The agreement shall continue from year to year, without the necessity of a formal renewal by any member, for a period of fifty (50) years after June 1, 1977, unless sooner dissolved or extended by mutual agreement.

ARTICLE IV. CREATION OF GROUP

To carry out the purposes of this agreement, there is hereby created the Oklahoma Municipal Assurance Group, which group is formed, financed, organized, shall operate and may be dissolved in accordance with the provisions of this agreement.

ARTICLE V. MEMBERSHIP

Membership in the Oklahoma Municipal Assurance Group shall consist of those municipalities which are or become parties to this agreement. Each member shall be entitled to one vote which shall be cast by the governing body, or its designated agent.

ARTICLE VI. BOARD OF TRUSTEES

1. There shall be a board of seven (7) trustees for the Oklahoma Municipal Assurance Group elected from among the members for the group.
2. The trustees shall be as follows:

For terms ending on June 30, 1978 - Greg Harrison, City Manager of Okmulgee; Lloyd Haskins, City Manager of Sallisaw, and Stephen E. Reel, City Manager of The Village;

For terms ending on June 30, 1979 - Jean Hanson, Mayor of Cleveland, and Clyde L. Klingsick, Mayor of Kingfisher; and

For terms ending on June 30, 1980 - James Callahan, Finance Director of Bartlesville, and Gene Walker, City Manager of McAlester.

Thereafter, the successors to the trustees whose terms are expiring shall be elected for three-year terms commencing on the first day of July following their election.

3. Each trustee shall be an elected or appointed officer of a member of the group. If a trustee ceases to be an elected or appointed officer of a member of the group, the trustee's position shall be deemed vacant.
4. Any vacancy on the board of trustees shall be filled by appointment by the majority vote of the remaining trustees for any unexpired term.
5. Trustees shall serve on the board without compensation, but they may be reimbursed for their actual and necessary expenses as are incurred in the performance of their duties from the fund established in Article X. No trustee nor the administrator appointed in Article VIII shall incur any liability for any action, or failure to act, in such capacity except for gross negligence or willful misconduct.

ARTICLE VII. OFFICERS, MEETINGS, PROCEDURES

The trustees shall elect from among their membership a Chairman, Vice-Chairman and a Secretary. The board shall fix the date, time and place of regular meetings. In September of each year, the board shall hold a regular meeting, which shall be the annual meeting, at which it shall elect its officers.

Four (4) trustees shall constitute a quorum for the transaction of business, but any official action of the board must have a favorable vote by a majority of the trustees of the board. The board shall adopt such procedures as are deemed necessary and desirable for the conduct of its business.

ARTICLE VIII. ADMINISTRATOR AND STAFF

The board of trustees may appoint the administrator of the group, or any other employees of the group, or employ or contract for legal counsel, actuaries or other consultants, as it deems necessary to administer or provide for the plans, policies or services established pursuant to this agreement.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD

The board of trustees may establish and manage any of the plans, policies and other services contemplated in this agreement, and may:

1. Prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering or providing any part or all of the plans, policies or services contemplated in this agreement on behalf of and with participating agencies;
2. Determine the rates, risks, benefits and terms of any plans, policies or services contemplated in this agreement; adjust the rates and benefits based on claim experience after at least forty-five (45) days notice to affected participating agencies;
3. Provide for individual or collective underwriting or other agreements for participating agencies in any plan, policy or service contemplated in this agreement; serve as the policy-holder of any group policies or plans; determine the methods of claim administration and payment; provide

- for claim experience for participating agencies collectively or separately;
4. Determine the amount of contributions or appropriations required from participating agencies for the purpose of participating in any part or all of the plans, policies or services established pursuant to the agreement;
 5. Establish standards for eligibility of participating agencies or employees in any plan, policy or service, and procedures for enrollment and withdrawal in any plan, policy or service; and establish effective dates of coverage;
 6. Provide for the administration of the fund or funds established in Article X, for the manner of payments to such fund and for payment of all expenses in connection with the plans, policies or services which may be established; and establish procedures for safekeeping, handling and investing such fund or funds and any monies received or paid;
 7. Establish the duties and records of the administrator to enable the correct billing of premiums and fees, enrollment of participating agencies and their employees, and payment of claims;
 8. Serve as an appeals body for complaints of participating agencies and their employees regarding allowance and payment of claims, eligibility and other matters, and establish procedures for grievances of agencies and employees;
 9. Study the operation of plans, policies or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration;
 10. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purposes of this agreement; exercise the full power and authority of any member of the group when requested to do so by the member governing body; or otherwise provide for necessary activities to accomplish the purposes of this agreement.

ARTICLE X. FINANCING

The board of trustees shall establish a fund or funds as it deems necessary for the purposes of, but not limited to, the following;

1. Payment of premiums or fees for any part of the plans, policies or services established pursuant to this agreement;
2. Payment of necessary expenses approved by the board;
3. Payment of claims;
4. Payment of administration expenses; or
5. Payment of other expenses incurred in accomplishing the purposes of this agreement.

All monies paid to such fund or funds shall be held in the name of the group. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expenses, any remaining money shall be held for the benefit of the group.

The board shall provide for the manner and dates for preparation by the administrator of an annual budget and reports on the financial condition of the fund or funds.

Each participating agency shall pay for all costs, premiums, or other fees attributable to its respective participation in any plan, policy or service established under this agreement, and shall be responsible for its obligations under any contract entered into with the group.

ARTICLE XI. ADDITIONAL MEMBERS, TERMINATING MEMBERSHIP

Any eligible member, as defined in Article I, may join the group by adoption of a resolution of its governing body in accordance with the procedures of the Interlocal Cooperation Act. Any member may

withdraw from the group by a resolution of its governing body after thirty (30) days notice is given in writing to the chairman of the board of trustees. Any withdrawing member shall relinquish all voting rights and privileges and any and all claim of title or interest to any asset of the group upon the effective date of withdrawal from the group.

ARTICLE XII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by the group shall be vested in the group. In the event of termination of the group, such property shall belong to the then members of the group in equal shares. Upon partial or complete termination of the agreement, the majority vote of the remaining members of the group is binding in all respects as to the disposition of property and dissolution of the group. The board of trustees shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the group.

ARTICLE XIII. AMENDMENT

This agreement may be amended from time to time upon:

1. Recommendation of the board of trustees and approval by at least seventy-five percent (75%) of the members of the group; or
2. Petition proposed by at least twenty percent (20%) of the members of the group and approval by at least seventy-five percent (75%) of the members of the group.

Any proposed amendment shall be circulated to members of the group at least thirty (30) days prior to the date that approval is required by the board.

Date of Agreement: June 1, 1977
Approved by Attorney General: July 1, 1977
Amended February 16, 1979
Amended May 28, 1993

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE AGREEMENT ESTABLISHING OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) TO CONTINUE IN PERPETUITY.

WHEREAS the Board of Commissioners for the City of Shawnee agrees to the following amendment to The Agreement Establishing Oklahoma Municipal Assurance Group (OMAG), Article III:

The effective date of this Agreement shall be June 1, 1977 and shall continue in perpetuity.

NOW, THEREFORE BE IT RESOLVED, the City Commission of the City of Shawnee hereby supports the agreement amendment.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

Regular Board of Commissioners

7.

Meeting Date: 08/16/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution removing the temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana), of the Code of Ordinances of the City of Shawnee.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION REMOVING THE TEMPORARY MORATORIUM ON THE GRANTING OF NEW BUSINESS PERMITS AND LICENSES REQUESTED UNDER CHAPTER 8, ARTICLE VIII (MEDICAL MARIJUANA), OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE.

WHEREAS the Board of Commissioners for the City of Shawnee passed Resolution No. 6635 issuing a temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII of the Code of Ordinances of the City of Shawnee on the 7th day of June, 2021; and

WHEREAS the Board of Commissioners for the City of Shawnee finds it necessary to review previously imposed restrictions to evaluate their efficiency and need; and

WHEREAS, the Board of Commissioners for the City of Shawnee finds that the temporary moratorium is no longer necessary to protect the health and safety of its citizens.

NOW THEREFORE, the Board of Commissioners of the City of Shawnee sees it appropriate and fitting to remove the temporary moratorium on the granting of new licenses and permits requested under Chapter 8, Article VIII of the Code of Ordinances of the City of Shawnee as passed by Resolution No. 6635 on the 7th day of June, 2021 effective immediately.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

Regular Board of Commissioners

8. a.

Meeting Date: 08/16/2021

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Resurface of West Independence Street and North Leo Street – Industrial Access Corridor (Award)

Attachments

Memo

Bid Tabulation

Notice to Bidders

Plan Holders List

Bid Documents

Final Plans

Addendum No. 1

Addendum No. 2



Office of Engineering
MEMORANDUM

DATE: Monday, August 16, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Leo Street Rehabilitation

Staff received bids for the Leo Street resurfacing project at the August 2, 2021 commission meeting. Staff has reviewed the bids, and recommend awarding the base-bid contract to Haskell-Lemon Construction Company, in the amount of \$459,002.85.

Haskell-Lemon was the only bid received to complete the work, and the construction estimate prior to bid was significantly lower at \$334,996.19. With that said, after speaking with several paving contractors, Haskell-Lemon and our design consultant, we have no reason to believe that rebidding the project would substantially lower the cost for the city. Haskell-Lemon is unquestionably qualified to complete the work and financially the city can support the completion of the project per the bid amount. As a reminder, up to \$300,000 of this project will be reimbursed through agreements with the county and ODOT.

The project will be funded from 302 street fund.

**INDUSTRIAL ACCESS CORRIDOR
CITY OF SHAWNEE
SHAWNEE, OKLAHOMA**

Bids Due By: Friday July 30th, 2021 - 9:00 p.m.

Engineering Estimate		Haskell Lemon Construction Company P.O. Box 75608, Oklahoma City, OK 73147	
Base Bid	\$334,996.19	Base Bid	\$459,002.85
Add Alternate	\$318,741.53	Add Alternate	\$340,914.20

BASE BID							
	0100 ROADWAY	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	265	\$40.00	\$10,600.00	\$110.00	\$29,150.00
2	TACK COAT	GAL	1,388	\$3.00	\$4,164.00	\$3.50	\$4,858.00
3	SUPERPAVE, TYPE S3 (PG 64-22OK)	TON	1,249	\$75.00	\$93,675.00	\$85.00	\$106,165.00
4	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	966	\$85.00	\$82,110.00	\$104.50	\$100,947.00
5	COLD MILLING PAVEMENT	SY	1,531	\$10.00	\$15,310.00	\$15.00	\$22,965.00
6	6" CONC. DRIVEWAY	SY	532	\$70.00	\$37,240.00	\$95.00	\$50,540.00
7	REMOVAL OF CONCRETE DITCH LINER	LF	81	\$13.00	\$1,053.00	\$12.00	\$972.00
8	REMOVAL OF CONCRETE DRIVEWAY	SY	532	\$30.00	\$15,960.00	\$12.00	\$6,384.00
9	SAWING PAVEMENT	LF	749	\$3.00	\$2,247.00	\$5.75	\$4,306.75
0300 TRAFFIC CONTROL							
10	TRAFFIC STRIPE (MULTI-POLYMER)(4"WIDE)	LF	15,133	\$0.45	\$6,809.85	\$0.90	\$13,619.70
11	TRAFFIC STRIPE (MULTI-POLYMER)(24" WIDE)	LF	45	\$7.00	\$315.00	\$22.00	\$990.00
12	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	84	\$0.40	\$33.60	\$0.55	\$46.20
13	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	28	\$0.70	\$19.60	\$1.10	\$30.80
14	CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	252	\$1.50	\$378.00	\$2.20	\$554.40
15	CONSTRUCTION BARRICADES (TYPE III)	SD	32	\$0.40	\$12.80	\$2.20	\$70.40
16	WARNING LIGHTS (TYPE A)	SD	32	\$0.25	\$8.00	\$0.30	\$9.60
17	TUBE CHANNELIZERS	SD	1,080	\$0.25	\$270.00	\$0.55	\$594.00
18	FLAGGER	SD	98	\$175.00	\$17,150.00	\$350.00	\$34,300.00
0600 STAKING							
19	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00
0640 CONSTRUCTION							
20	MOBILIZATION	LSUM	1	\$32,640.34	\$32,640.34	\$70,000.00	\$70,000.00
ADD ALTERNATE							
	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
21	EARTHWORK	LSUM	1	\$30,000.00	\$30,000.00	\$13,500.00	\$13,500.00
23	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	213	\$40.00	\$8,520.00	\$110.00	\$23,430.00
24	TACK COAT	GAL	1,180	\$3.00	\$3,540.00	\$3.50	\$4,130.00
26	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	1,775	\$75.00	\$133,125.00	\$85.00	\$150,875.00
27	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	888	\$85.00	\$75,480.00	\$104.50	\$92,796.00
28	COLD MILLING PAVEMENT	SY	489	\$10.00	\$4,890.00	\$15.00	\$7,335.00
29	REMOVE AND RESET MAILBOX	EA	1	\$40.00	\$40.00	\$578.50	\$578.50
0300 TRAFFIC CONTROL							
30	TRAFFIC STRIPE (MULTI-POLYMER)(4"WIDE)	LF	12,723	\$0.45	\$5,725.35	\$0.90	\$11,450.70
31	TRAFFIC STRIPE (MULTI-POLYMER)(24" WIDE)	LF	11	\$7.00	\$77.00	\$22.00	\$242.00
32	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	60	\$0.70	\$42.00	\$1.10	\$66.00
33	CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	30	\$1.50	\$45.00	\$2.20	\$66.00
34	CONSTRUCTION SIGNS 33.0 SF & OVER	SD	150	\$2.50	\$375.00	\$3.30	\$495.00
35	CONSTRUCTION BARRICADES (TYPE III)	SD	180	\$1.00	\$180.00	\$2.20	\$396.00
36	WARNING LIGHTS (TYPE A)	SD	180	\$0.40	\$72.00	\$0.30	\$54.00
0600 STAKING							
39	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
0640 CONSTRUCTION							
40	MOBILIZATION	LSUM	1	\$41,630.18	\$41,630.18	\$25,500.00	\$25,500.00

NOTICE TO BIDDERS

Notice is hereby given that the City of Shawnee will receive sealed bids at the City Hall, 16 West 9th, Shawnee, Oklahoma, 74801, up to 4:00 p.m. on Friday, July 30, 2021 and publicly read aloud at the Board Meeting being held at 6:00 p.m. on Monday, August 2, 2021 for furnishing all labor and materials and performing all work necessary for:

Project No. C-21-01 Bid No. 21-2100
Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor

This work will be done under the Oklahoma Department of Transportation Standard Specifications for Highway Construction, except as modified herein.

The proposal will include a special provision with reference to Contractor's Non-Collusion Affidavit and a 5% bid bond in a certified or cashier's check or surety bond shall accompany the sealed proposal of each bidder. Evidence of having proper workmen's compensation coverage for employees as provided by Title 85 of the Oklahoma Statutes Section 61 shall be required prior to issuance of a work order.

Examination of plans, specifications, special provisions, and site of work is required. Plans, forms of proposals, contracts and specifications may be examined at the following locations:

Southwest Construction News
www.swcnews.com

F.W. Dodge
www.construction.com/dodge

Bid News Construction Report
www.isqft.com

Published in the Shawnee News-Star
Tuesday June 29 and July 6, 2021

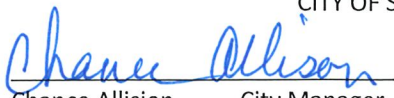
IMPORTANT: ALL CONTRACTORS SUBMITTING A BID FOR THIS CONTRACT MUST HAVE PURCHASED PROJECT PLANS AS SET FORTH BELOW. THIS IS A MATERIAL REQUIREMENT OF THIS BID NOTICE. FAILURE TO COMPLY WILL CAUSE THE BID TO BE CONSIDERED NONRESPONSIVE. A complete set of Plans and Specifications to prospective bidders must be obtained at the office of EST, Inc., 15 E. 5th St., Suite 1601, Tulsa, Oklahoma 74103 upon remitting \$20.00 Non-Refundable Fee or a PDF copy of the plans can be emailed and used for bidding at no cost. Contact Deedre Adson at (918) 986-7301 or email DeedreA@estinc.com to inquire about the project. Bidder must be on Engineer's official plan holder's list to receive addendums and submit a bid. Rates for liquidated damages for this project will be \$1,000.00 per calendar day. Upon award of contract to a successful bidder, the contract will be completely executed within ten (10) working days from the date of award by the successful bidder and the City of Shawnee.

There will be a mandatory Pre-Bid Meeting on Thursday July 8, 2021 at 1:00 p.m. at City Hall; Commissioners Chambers, 16 West 9th, Shawnee, Oklahoma.

The City of Shawnee hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

The City of Shawnee reserves the right to reject any or all bids. The City of Shawnee reserves the right to accept the bid determined to best serve the needs of the City.

CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA


Chance Allison City Manager


Seth Barkhimer, P.E. City Engineer

INDUSTRIAL ACCESS CORRIDOR: BID NO. 21-2100

Date Receieved	Contractor	Contact	Bid	Remarks
	Rudy Construction - (405) 478-9900 3101 NE 63rd St. Oklahoma City, OK 73121	Phil Pratt ppratt@rudyconstruction.com		
	Haskell Lemon Construction Co. - (405) 947-6069 1903 W. Independence St. Shawnee, OK 74801	Tammy Robinson, P.E. trobinson@haskellemon.com		

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**Resurface of W. Independence Street and N.
Leo Street
Industrial Access Corridor**

Bid No. 21-2100

CITY OF SHAWNEE,
POTTAWATOMIE COUNTY, OKLAHOMA

Prepared By



15 E. 5th Street, Suite 1601

Tulsa, OK 74103

Certificate of Authorization Number 3639

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Published in the Shawnee News-Star
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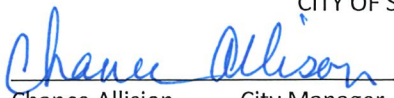
IMPORTANT: ALL CONTRACTORS SUBMITTING A BID FOR THIS CONTRACT MUST HAVE PURCHASED PROJECT PLANS AS SET FORTH BELOW. THIS IS A MATERIAL REQUIREMENT OF THIS BID NOTICE. FAILURE TO COMPLY WILL CAUSE THE BID TO BE CONSIDERED NONRESPONSIVE. A complete set of Plans and Specifications to prospective bidders must be obtained at the office of EST, Inc., 15 E. 5th St., Suite 1601, Tulsa, Oklahoma 74103 upon remitting \$20.00 Non-Refundable Fee or a PDF copy of the plans can be emailed and used for bidding at no cost. Contact Deedre Adson at (918) 986-7301 or email DeedreA@estinc.com to inquire about the project. Bidder must be on Engineer's official plan holder's list to receive addendums and submit a bid. Rates for liquidated damages for this project will be \$1,000.00 per calendar day. Upon award of contract to a successful bidder, the contract will be completely executed within ten (10) working days from the date of award by the successful bidder and the City of Shawnee.

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CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA


Chance Allison City Manager


Seth Barkhimer, P.E. City Engineer

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INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE: Each bidder by making his bid represents that he had visited the site(s) and familiarized themselves with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the bidder did not inform themselves prior to bidding.

EXAMINATION OF BIDDING DOCUMENTS: Each bidder by making their bid represents they have read and understand the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the contract documents.

INTERPRETATION OF CONTRACT DOCUMENTS: Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be submitted in writing to the Owner through the Engineer at least seven days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretation of the contract documents.

MATERIAL SUBSTITUTION: Each bidder shall base their bid upon the materials and equipment as described in the bidding documents. The successful contractor will not be allowed to make any substitutions on their own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the contract documents.

QUALIFICATIONS OF BIDDERS: In determining the lowest responsible bid, the following elements will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience.

Each bidder must complete the attached "Qualification Statement of Bidders & Qualifications Statement of Bidder's Surety".

Each bidder may be required to show that former work performed by them has been handled in such a manner that there are no just, or proper claims pending against such work. No bidder will be acceptable if they are engaged on any other work which impairs their ability to finance this contract or provide proper equipment for the proper execution of the same. Each bidder shall demonstrate their ability by meeting all requirements herein stipulated, if asked of them.

BID SECURITY. No bid will be considered unless accompanied by a cashier's check, a certified check or a bidder's bond in the amount of five percent (5%) of the bid, as a guarantee that if the bid is accepted, the bidder will execute the agreement and file bonds and insurance as required by the contract documents within ten (10) days from the date of the award of the contract.

RETURN OF BID SECURITIES. The security of all bidders will be returned after the execution of the agreement with the successful bidder and the approval of his bonds and insurance. If all bids are rejected, the securities will be returned at the time of rejection.

AGREEMENT, BONDS, AND INSURANCE. The attention of bidders is specifically directed to the forms of agreement and bonds to be executed and the type of insurance to be taken out in the event a contract award is made.

BID SUBMITTAL. Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal.

WITHDRAWAL OF BID. Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative, for the withdrawal of such bid is filed with the Owner prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION. If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

LICENSE. Each bidder shall possess State and local licenses as are required by law and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the contract.

LATE BIDS. Any bid received by the awarding public agency or an officer or employee thereof more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

BID OPENING. Bids will be opened and recorded at the time and place indicated in the Notice to Bidders. Bidders or their agents are invited to be present.

AWARD OF CONTRACT. The award of any contract or contracts will be made to the lowest responsible bidder or bidders. The Owner reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion.

It is anticipated that approval will be received within thirty (30) days of opening of bids. In the event that the approvals are not received, or the Owner cannot award or reject said proposals within sixty (60) days from the date of opening of bids, bidders shall have the right to withdraw their bids on written notice to the Owner.

EFFECTIVE DATE OF AWARD. If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some office or agent of the Owner duly authorized to give such notice.

EXECUTION OF AGREEMENT. Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned, together with the required bonds and insurance, within ten (10) days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE. Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed herein before. Upon annulment of an award as aforesaid, the Owner may then award the contract to the next lowest responsible bidder.

PAYMENT FOR EXCESS COSTS AND LIQUIDATED DAMAGES. The successful bidder will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the Special Provisions, if extensions of time are not granted by Owner because of avoidable delays as therein defined.

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SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed as described in the Special Provisions and as provided in Paragraph 14.04 of the General Conditions and completed and ready for final payment as described in the Special Provisions and in accordance with Paragraph 14.07 of the General Conditions.

4.03 *Liquidated Damages*

Reference the Special Provisions

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 10 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as

the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 5 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Instructions to Bidders
 - 2. This Agreement
 - 3. Maintenance Bond
 - 4. Performance Bond
 - 5. Special Provisions
 - 6. Standard General Conditions of the Construction Contract
 - 7. Qualification Statement of Bidders
 - 8. Qualification Statement of Bidder's Surety
 - 9. Bid Proposal
 - 10. Bid Form
 - 11. Bid Affidavits

12. Certificate of Nondiscrimination

13. Status Verification Systems Affidavit

14. Specifications

15. Plan Drawings

16. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directives.
- c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Shawnee

By: _____

Title: _____

Attest

. _____

Title: _____

Address for giving notices:

16 West 9th

Shawnee, OK 74801

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

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MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as principal, and _____, as Surety, are held and firmly bound unto the CITY OF SHAWNEE, of the State of Oklahoma, in the full and just sum of _____ Dollars (\$ _____), such sum being equal to the contract price for a period of one (1) year, such sum being not less than 100% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Dated this _____ day of _____, 20 _____. The conditions of this obligation are such that whereas, said Principal has by a certain contract between _____, and the CITY OF SHAWNEE, dated this _____ day of _____, 20- _____. Agreed to construct in the CITY OF SHAWNEE:

all in compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk of the CITY OF SHAWNEE; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of 1 year from the date of acceptance of the project by the City of Shawnee.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period 1 year for all projects for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the City of Shawnee, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against failure due to defective workmanship and/or material for a period of 1 year and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the CITY OF SHAWNEE, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be

conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

ATTEST:

_____	BY _____
Secretary/Witness	Principal

Surety	

ATTEST:

_____	BY _____
Secretary/Witness	

APPROVED as to form this _____ day of _____, 20 _____

Title:

REVIEWED and APPROVED by the CITY OF SHAWNEE this _____ day of _____, 20 _____.

Title:

ATTEST:

Title:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, s Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SHAWNEE, of the State of Oklahoma, in the full and just sum of _____ DOLLARS (\$ _____), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20 _____. The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following improvement:

_____ and has entered into a certain written contract with the CITY OF SHAWNEE on the ____ day of _____, 20 ____, for the erection and construction of said work and improvement all the compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk of the CITY OF SHAWNEE, and said contract is hereby made a part of parcel of this bond as it literally written herein.

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

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

In witness whereof, THE SAID principal has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Secretary/Witness

BY _____
Principal

Surety

ATTEST:

Secretary/Witness

BY _____

APPROVED as to form this _____ day of _____, 20 _____.

Title:

REVIEWED and APPROVED by the CITY OF SHAWNEE this _____ day of _____, 20 _____.

Title:

ATTEST:

Title:

SPECIAL PROVISIONS

These Special Provisions are included in and are part of the Bidding Documents and Agreement/Contract Documents for this project.

0100 Definitions

The following words and phrases, when used in the Special Provisions, shall have the meanings respectively ascribed to them throughout this Agreement:

Liquidated Damages –or– Liquidated Damages Rate: A dollar value that will be charged to CONTRACTOR for each calendar day that the CONTRACTOR requires to achieve a specific milestone in excess of the Contract Times.

0200 - Liquidated Damages

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work and Milestones are not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall be assessed the rate(s) stipulated in Table 1 for each day that expires in excess of the Contract Times until each milestone, Substantial Completion, and Final Completion is achieved.

Liquidated Damages may be charged against each Pay Application.

0300 - Rates

Liquidated damages will be assessed at the following rates (reference Table 1).

TABLE 1	
Liquidated Damage Rates	
Milestone	Rate
Final Completion	\$1,000.00/calendar day

0400 - Project Milestones

The following project milestones shall apply for computation of Liquidated Damages:

TABLE 2	
Project Milestones – Base Bid Only	
Milestone Description	Calendar Days
Substantial Completion	30 calendar days from NTP
Final Completion	14 calendar days from Substantial Completion
Project Milestones – Base Bid + Add Alternate	
Milestone Description	Calendar Days
Substantial Completion	60 calendar days from NTP
Final Completion	14 calendar days from Substantial Completion

0500 – Insurance Requirements

Commercial General Liability in the minimum amount of \$1,000,000/\$2,000,000.

Automobile Liability in the minimum amount of \$1,000,000.

Workers Compensation as required by the laws of the State of Oklahoma.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *Final Completion* – Achieved after all punchlist items provided by the City of Shawnee have been completed.
22. *General Requirements*—See Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the condition's precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
38. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
39. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
40. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
41. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
42. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
43. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
44. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
45. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
46. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
48. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
49. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
50. *Unit Price Work*—Work to be paid for on the basis of unit prices.
51. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
52. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or

determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

- 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the Specifications), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress

of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees

that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground

Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in

Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible

for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the

scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide

another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and lost payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier,

or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and

equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the Specifications applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole

discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is

subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. *Shop Drawings:*
 - a. Submit number of copies specified in the Specifications or as directed by the Owner.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
 - 1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible;
or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- i. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

1.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
 - ii. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
 - iii. In connection with Engineer's authority as to Change Orders, See /articles 10, 11 and 12.
 - iv. In connection with Engineer's authority as to Applications for Payment see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part.
2. Approve the claim in whole; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05 D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the

Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor,

then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
 - D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
 - E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
 - F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the

Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by

Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14

days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer' issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of

the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty (30) days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to

the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Engineering Department

Reviewed by: _____

Date

Date Received: _____

CONTRACTOR: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: _____ PARTNER: _____

ADDRESS: _____ ADDRESS: _____

CITY: _____ CITY: _____

PHONE: _____ PHONE: _____

PRINCIPAL PLACE OF BUSINESS: _____ PRINCIPAL PLACE OF BUSINESS: _____

COUNTY STATE COUNTY STATE

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION: _____

NAME: _____ ADDRESS: _____

TITLE: _____

CITY STATE ZIP

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE) _____

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: _____

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT:

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving	Storm Sewer	Waterline	Sanitary Sewer Line
Concrete Paving	Earth Work	Steel Erection	Chip Seal
Misc. Concrete	Bridge Work	Painting	Channel Lining
Demolition	Fog Seal	Pump Stations	Landscaping Concrete
Structures: Inlets, Box Culverts, Junction Boxes, Manholes			

Other:
COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$100,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$200,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME: _____

A LIST OF RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT?

____. IF SO, NAME OF OWNER AND/OR SURETY: _____
CONTACT PERSON: _____ PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE?

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: _____

BANK REFERENCE: Bank: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Phone: _____

MUNICIPALITY REFERENCE: City: _____
Contact Person: _____ Position: _____

Address: _____ Phone: _____

OTHER CREDIT REFERENCES:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

_____ In compliance with Notice to Bidders for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____

Title: _____

Company: _____

Date: _____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: _____

Phone: _____

Address: _____

City: _____ State: _____

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: _____

BIDDER: _____

ADDRESS: _____

1. Has this surety furnished contract bonds on contracts now complete? _____

2. Has this surety furnished contract bonds on contracts now incomplete? _____

3. What is the maximum bonding capacity of this Contractor? _____

4. Is the current financial information on this Contractor satisfactory? _____

5. Does information obtained indicate accounts are paid when due? _____. If not, give details: _____

6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? _____

7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? _____

REMARKS:

SURETY: _____

SIGNED: _____

BY: _____

TITLE: _____

ADDRESS: _____

CITY

STATE

ZIP

(IN DUPLICATE)

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BID PROPOSAL

PLACE: City of Shawnee, Pottawatomie County, Oklahoma

DATE: _____

PROJECT NO.: Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor

Proposal of _____
(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of _____.

To: The City Manager, City of Shawnee, Pottawatomie County, Oklahoma

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the notice to bidder, instructions to bidders, the general conditions, special provisions, and the specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into, and the necessary bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk that he/she has visited the site of the work, has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Shawnee, within ten (10) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk of the City of Shawnee, for the following amounts of:

Total Base Bid: _____ Dollars (\$ _____)
(In words)

The Contractor hereby agrees to commence work within five (5) days following issuance of a written NOTICE-TO-PROCEED from the Engineer and to complete Project No. C-21-01 Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor within 60 calendar days.

If partnership, give name and address of each member. Signed: _____
(Contractor)

By: _____
(Agent)

Address: _____

Incorporated under the laws of _____
(State)

STATE OF _____)

CITY OF _____)

_____ lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the CITY OF SHAWNEE, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

SIGNED: _____

Subscribed and sworn to before me, a Notary Public, in and for the State of _____, County of _____ this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

BID FORM

Project No. C-21-01 Bid No. 21-2100

Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor

Base Bid

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u> <u>(NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
402(E) 2600	TRAFFIC BOUND SURFACE COURSE TYPE 'E'	TON	_____	110.00	_____
407(B) 7300	TACK COAT	GAL	_____	1,471.00	_____
411(B) 1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	_____	1,344.00	_____
411(C) 1430	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	_____	1,023.00	_____
412 3100	COLD MILLING PAVEMENT	SY	_____	1,531.00	_____
610(B) 5310	6" CONC. DRIVEWAY	SY	_____	385.00	_____
619(B) 6436	REMOVAL OF CONCRETE DITCH LINER	LF	_____	81.00	_____
619(B) 6380	REMOVAL OF CONCRETE DRIVEWAY	SF	_____	385.00	_____
619(C) 6600	SAWING PAVEMENT	LF	_____	749.00	_____
856(A) 8200	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF	_____	15,133.00	_____
856(A) 8216	TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF	_____	45.00	_____
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	_____	84.00	_____

880(B) 6310	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	_____	28.00	_____
880(B) 6320	CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	_____	252.00	_____
880(C) 6410	CONSTRUCITON BARRICADES (TYPE III)	SD	_____	32.00	_____
880(E) 6600	WARNING LIGHTS (TYPE A)	SD	_____	32.00	_____
880(G) 6800	TUBE CHANNELIZERS	SD	_____	1,080.00	_____
880(I) 7000	FLAGGER	SD	_____	96.00	_____
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	_____	1.00	_____
641 2110	MOBILIZATION	LSUM	_____	1.00	_____

Total Base Bid \$ _____

Total Base Bid in words \$ _____

Name and Address of Responsible Bidder: _____

Contact Person: _____

Telephone No: _____

Add Alternate

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u> <u>(NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
202(H)	2900 EARTHWORK	LSUM	_____	1.00	_____
307(K)	4200 STABILIZED SUBGRADE	SY	_____	7,785.00	_____
402(E)	2600 TRAFFIC BOUND SURFACE COURSE TYPE 'E'	TON	_____	171.00	_____
407(B)	7300 TACK COAT	GAL	_____	1,790.00	_____
408	8100 PRIME COAT	GAL	_____	2,730.00	_____
411(C)	1420 SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	_____	1,801.00	_____
411(D)	1520 SUPERPAVE, TYPE S5 (PG 70-28 OK)	TON	_____	901.00	_____
412	3100 COLD MILLING PAVEMENT	SY	_____	489.00	_____
629(D)	7500 REMOVE AND RESET MAILBOX	EA	_____	1.00	_____
856(A)	8200 TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF	_____	12,723.00	_____
856(A)	8216 TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF	_____	11.00	_____
880(B)	6300 CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	_____	90.00	_____
880(B)	6310 CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	_____	30.00	_____
880(B)	6320 CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	_____	270.00	_____

880(C) 6410	CONSTRUCITON BARRICADES (TYPE III)	SD	_____	30.00	_____
880(E) 6600	WARNING LIGHTS (TYPE A)	SD	_____	30.00	_____
880(G) 6800	TUBE CHANNELIZERS	SD	_____	1,080.00	_____
880(I) 7000	FLAGGER	SD	_____	60.00	_____
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	_____	1.00	_____
641 2110	MOBILIZATION	LSUM	_____	1.00	_____

Total Add Alternate Bid \$ _____

Total Add Alternate Bid in words \$ _____

Name and Address of Responsible Bidder: _____

Contact Person: _____

Telephone No: _____

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

STATE OF _____)

CITY OF _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective Contract, of any other terms of said prospective Contract; or in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

SIGNED: _____

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public (or Clerk of Judge)

My Commission Expires:

(SEAL)

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B. Business Relationships Affidavit

STATE OF _____)

CITY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public (or Clerk of Judge)

My Commission Expires:

(SEAL)

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CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to make this information to all employees and applicants for employment notices and to post in a conspicuous place where required by law.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City. The Contractor may be declared by the City ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

(seal)

(Contractor)

Secretary

(Signature)

(Title)

STATE OF _____)
CITY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the City and State aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission No.: _____

STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF _____)
) SS:
CITY OF _____)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.
2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Commission Number:

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SPECIFICATIONS

The Oklahoma Department of Transportation, Standard Specifications are incorporated herein as if fully set forth.

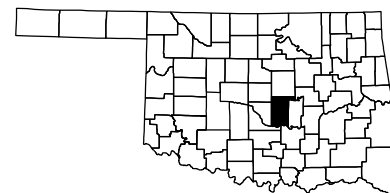
The Oklahoma Department of Environmental Quality regulations are incorporated herein as if fully set forth.



CITY OF SHAWNEE
POTTAWATOMIE COUNTY

PLAN OF PROPOSED
RESURFACE (ASPHALT) PLANS
NORTH LEO STREET
WEST INDEPENDENCE STREET

LATITUDE 35°20'32.92" N, LONGITUDE 96°56'51.46" W
PROJECT NO. C-21-01



LOCATION MAP

SCALES 0 1/2" 1"

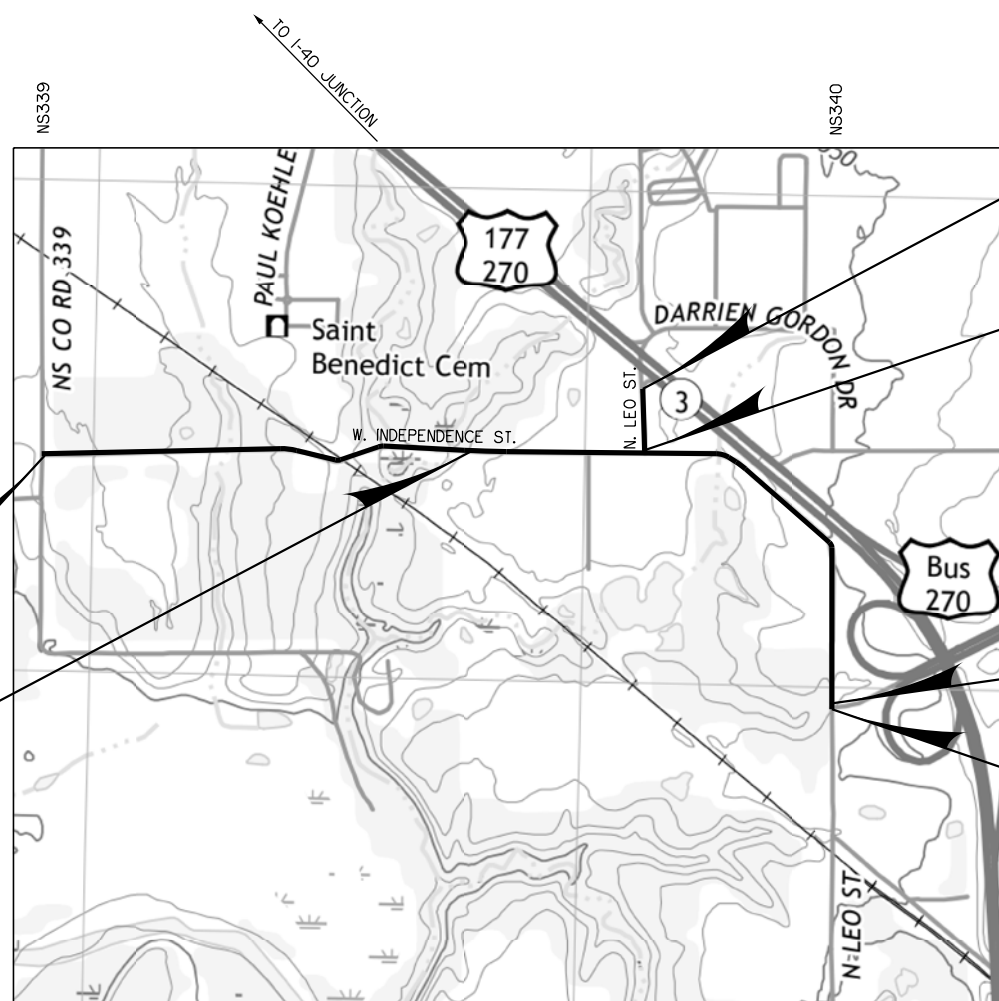
PLAN 1" = 50'
PROFILE HORIZONTAL 1" = 50'
PROFILE VERTICAL 1" = 5'
LAYOUT MAP 1" = 725'

CONVENTIONAL SYMBOLS

- PROPOSED ROAD
- RAILROADS
- TOWNSHIP AND RANGE
- SECTION LINES
- QUARTER SECTION LINES
- FENCES
- GROUND LINE
- EXISTING ROADS
- BASE LINE
- GRADE LINES
- TELEPHONE AND TELEGRAPH
- POWER LINES
- BUILDINGS
- OIL WELL
- DRAINAGE STRUCTURES - IN PLACE
- DRAINAGE STRUCTURES - NEW
- RIGHT-OF-WAY LINES - EXISTING
- RIGHT-OF-WAY LINES - NEW
- CONTROLLED ACCESS
- RIGHT-OF-WAY FENCE

STA. 10+60.66 BEGIN PROJECT
(ADD ALTERNATE)

STA. 42+41.30 END ADD ALTERNATE
AND BEGIN BASE BID (PHASE 1)



PROJECT LENGTH BASED ON CONSTRUCTION REFERENCE LINE

ROADWAY LENGTH 6,963.78' 1.319 MILES
BRIDGE LENGTH 0.00' 0.000 MILES
PROJECT LENGTH 7,134.78' 1.351 MILES
EQUATIONS: NONE
EXCEPTIONS: NONE

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
0001	TITLE
0002-0006	TYPICAL SECTIONS AND DETAILS
AR01-AR02	GENERAL NOTES AND SUMMARY OF
	PAY QUANTITIES (ROADWAY & TRAFFIC)
AR03	SUMMARY SHEET (ROADWAY)
AR04	SUMMARY SHEET (TRAFFIC)
R001-R004	ROADWAY PLAN
T001-T004	DETAILS OF TRAFFIC CONTROL

ODOT 2019
REQUIRED STANDARD DRAWINGS

ASCD-6-0
PR-4-0
PSE-2-0
RDI-4-0
PDT-2-0

ODOT 2009
REQUIRED STANDARD DRAWINGS

PM3-1-02
RSD1-1-00
WSD1-1-00
WSD2-1-00
WSD3-1-00
SBS1-1-00
SBS2-1-00
GMS1-1-00
GMS2-1-00
SSP1-1-02
SSA1-1-00
TCS1-1-01
TCS2-1-00
TCS4-1-01
TCS5-1-00
TCS6-1-02
TCS7-1-02
TCS8-1-00
TCS9-1-01
TCS11-1-01
TCS12-1-00
TCS14-1-00
TCS19-1-01

STA. 104+06.44 END PROJECT
BASE BID (PHASE 2)

STA. 100+11.00 BEGIN PROJECT
BASE BID (PHASE 2)

STA. 76+29.00 END PROJECT (BASE BID PHASE 2)
AND BEGIN INCIDENTAL CONSTRUCTION

STA. 78+00.00 END INCIDENTAL
CONSTRUCTION

CITY ENGINEER: SETH BARKHIMER DATE

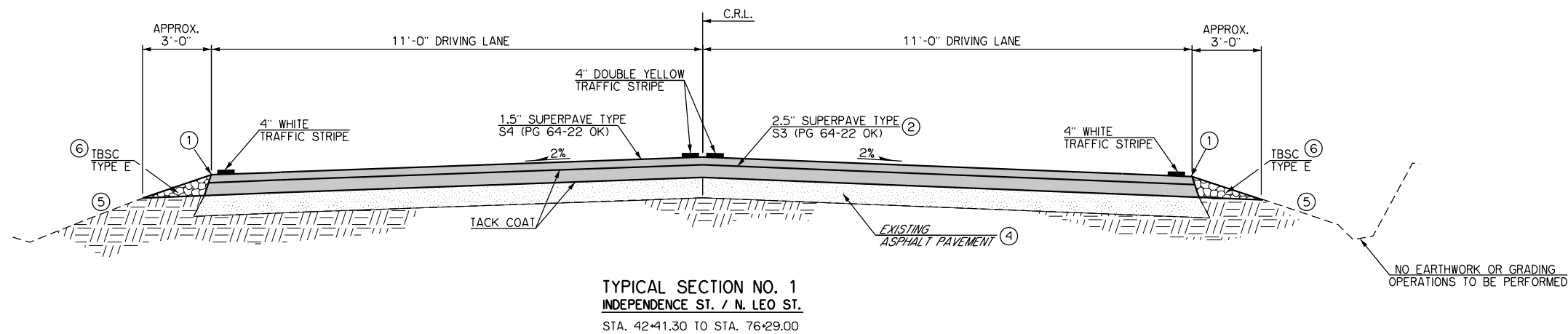
POTTAWATOMIE COUNTY COMMISSIONER: MELISSA DENNIS DATE

ROADWAY PLANS
PREPARED BY EST, INC.

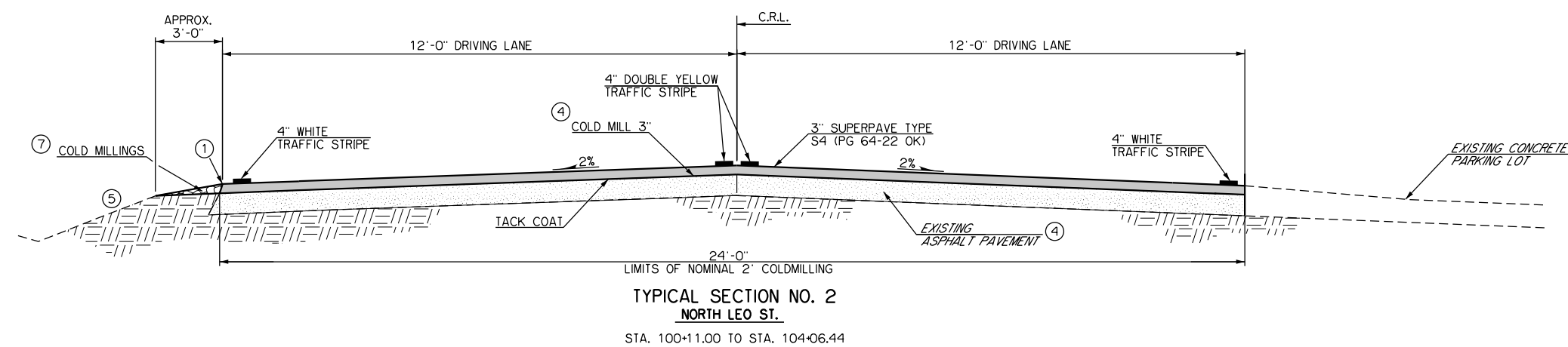
15 EAST 5TH STREET, SUITE 1601
TULSA, OK 74103
(918) 236-7303

DEEDRE R. ADSON, OKLA. REG NO. 29213
DATE 6/8/2021



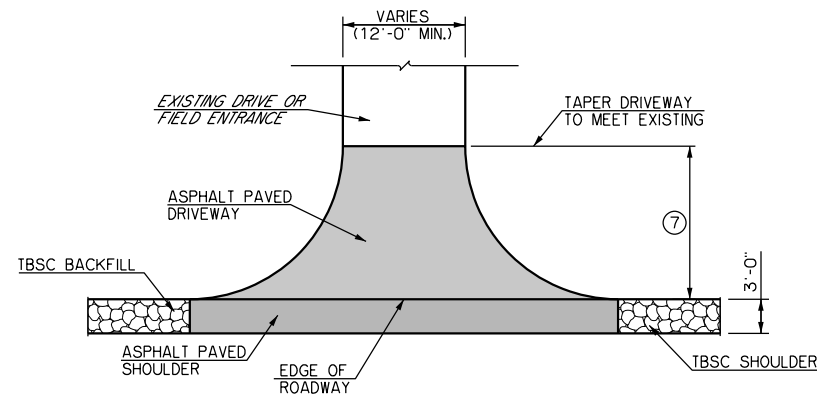


- ① CONSTRUCT ASPHALT SAFETY EDGE AS SHOWN IN SPECIAL PROVISION 411-14 ON ASPHALT SHOULDERS.
- ② THICKNESS MAY VARY NEAR CRL TO ACHIEVE 2% CROSS SLOPE.
- ④ PRIOR TO PLACING THE OVERLAY, A TACK COAT SHOULD BE APPLIED TO THE EXISTING PAVEMENT SURFACE.
 ALL COLD MILLED SURFACES MUST BE OVERLAID WITHIN 48 HOURS OF BEING EXPOSED BY COLD MILLING OPERATIONS.
- ⑤ TIE BACKFILL SLOPE TO EXISTING SLOPE.
- ⑥ TO BE BACKFILLED WITH TBSC AND COMPACTED AS PART OF THE FINISHING OPERATIONS IN A MANNER APPROVED BY THE ENGINEER.
- ⑦ TO BE BACKFILLED WITH COLD MILLINGS AND COMPACTED AS PART OF THE FINISHING OPERATIONS IN A MANNER APPROVED BY THE ENGINEER.



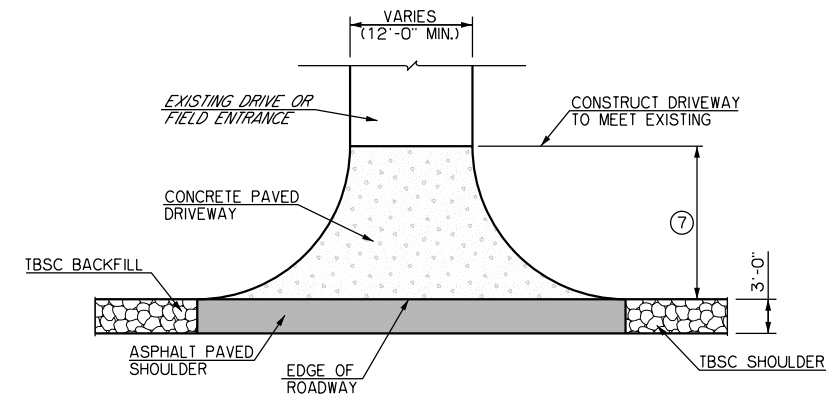
N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

**TYPICAL SECTIONS
 AND DETAILS
 (SHEET NO. 1 OF 3)**

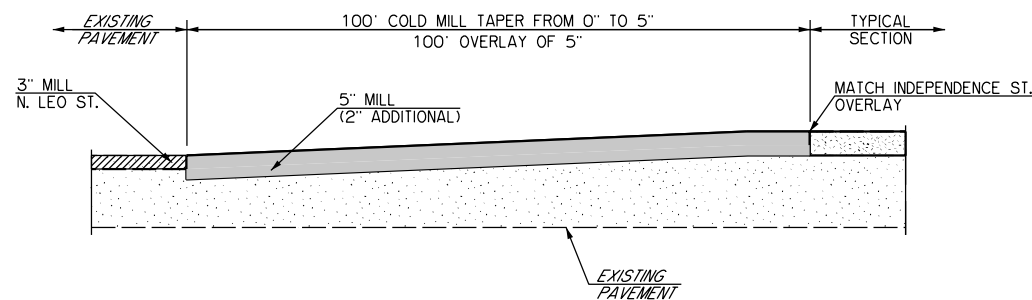


SPECIAL DRIVEWAY DETAIL
ASPHALT / TBSC

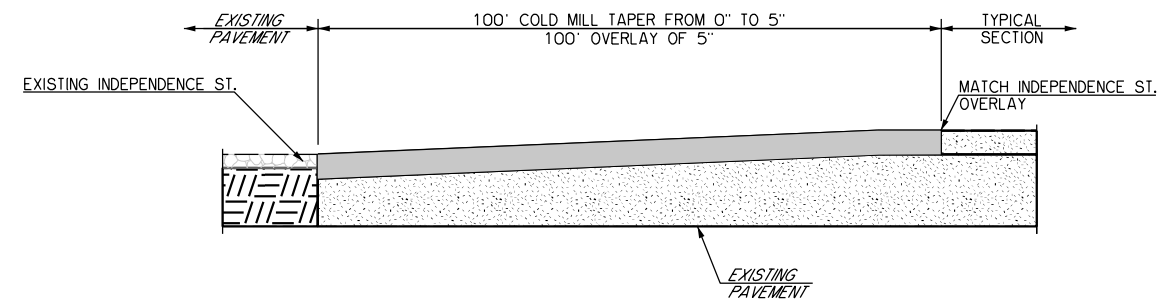
⑦ ALL DRIVES ARE TO BE CONSTRUCTED TO BACK OF RETURNING RADII.



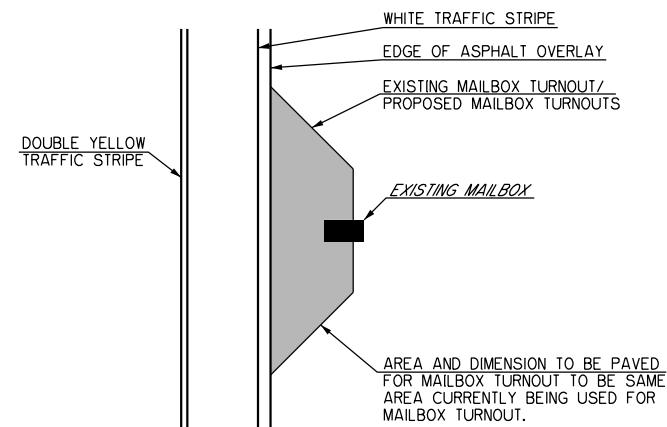
SPECIAL DRIVEWAY DETAIL
CONCRETE



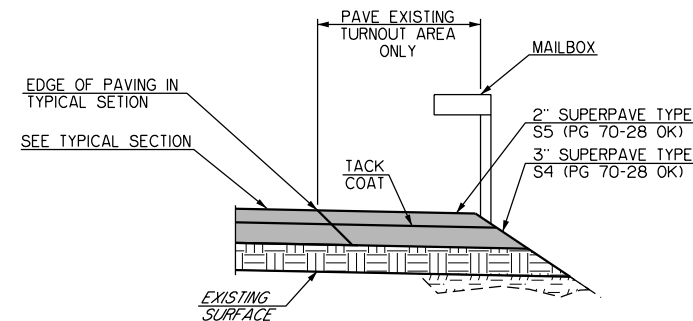
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 100+11.00 TO STA. 101+11.00



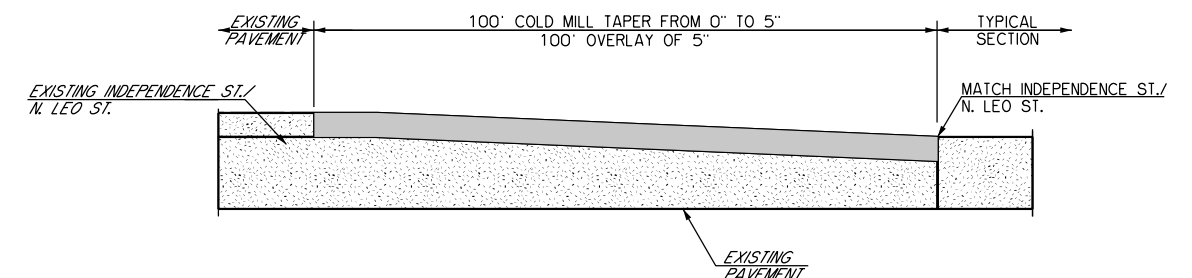
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 42+41.30 TO STA. 43+41.30



MAILBOX TURNOUT - PLAN
FOR USE AT ALL AREAS AS SHOWN IN SUMMARY TABLE



MAILBOX TURNOUT FOR PAVEMENT OVERLAY
NOTE: SEE ROADWAY PLANS FOR APPROXIMATE MAILBOX LOCATIONS.



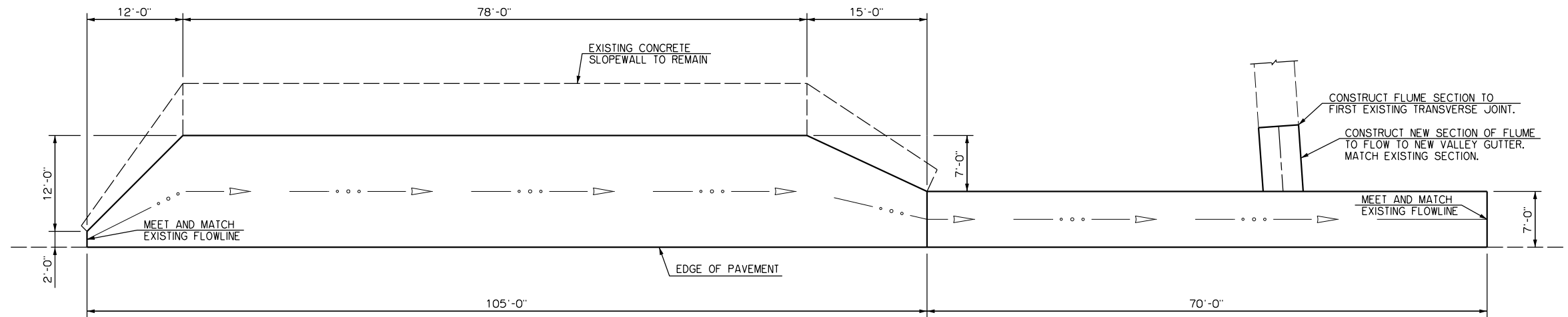
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 75+29.00 TO STA. 76+29.00

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

**TYPICAL SECTIONS
AND DETAILS
(SHEET NO. 2 OF 3)**

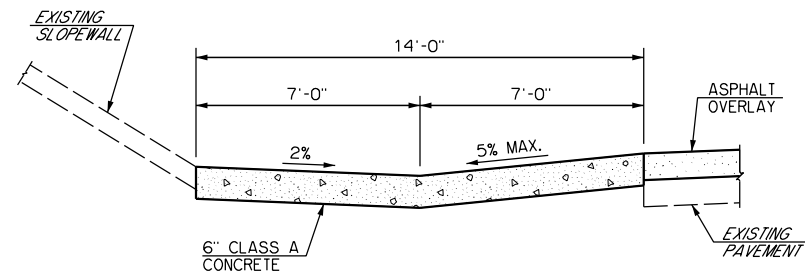
PROJECT NO. C-21-01

SHEET NO.0003



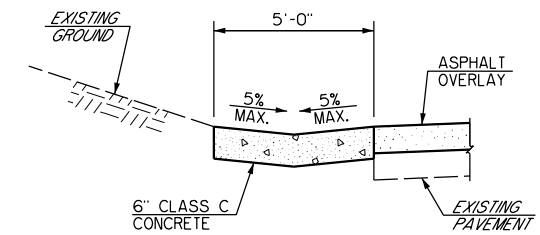
DRIVEWAY & VALLEY GUTTER DETAIL

STA. 52+47.85 TO STA. 54+25.24
(STATIONS APPROXIMATE - FIELD VERIFY LOCATION)



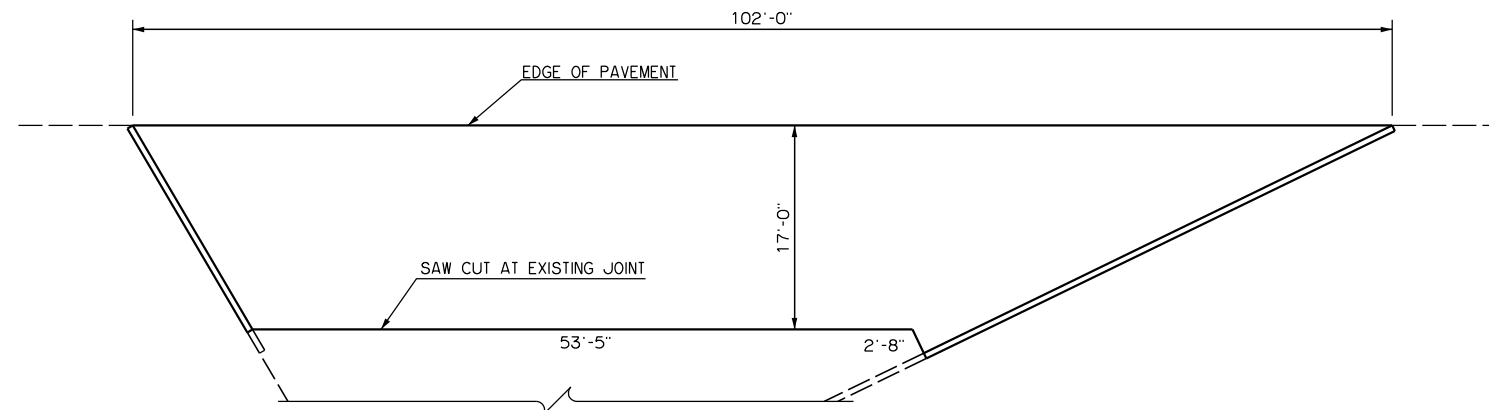
DRIVEWAY SECTION

STA. 52+47.85 TO STA. 53+54.69



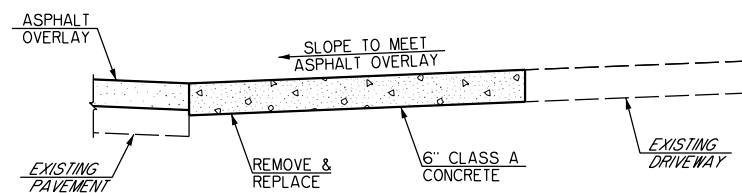
VALLEY GUTTER SECTION

STA. 53+54.69 TO STA. 54+25.24



DRIVEWAY DETAIL FOR GEORG FISCHER PLASTICS

STA. 53+30.03



CONCRETE DRIVEWAY SECTION

NOTES:

ALL DIMENSIONS ARE APPROXIMATE.
FIELD VERIFY EXACT DIMENSIONS.

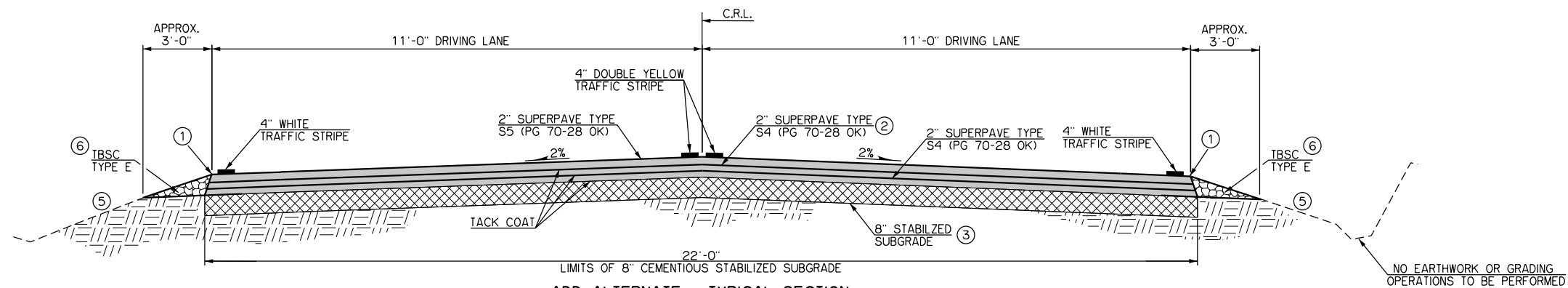
MATCH EXISTING JOINT LAYOUT FOR
CONCRETE DRIVEWAYS AND VALLEY
GUTTER.

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

TYPICAL SECTIONS
AND DETAILS
(SHEET NO. 3 OF 3)

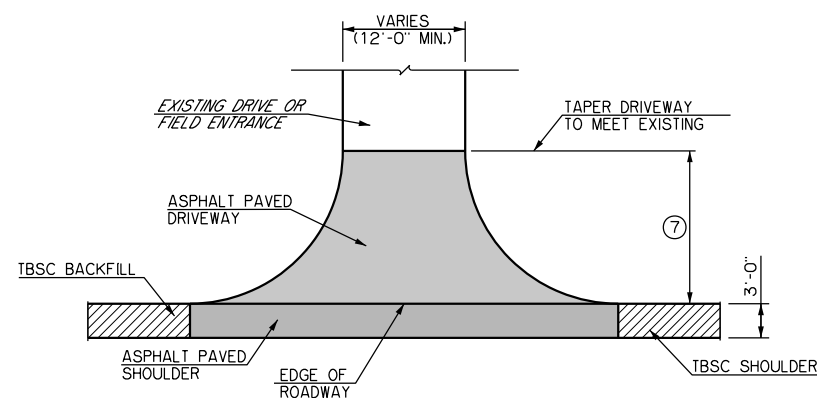
PROJECT NO. C-21-01

SHEET NO.0004

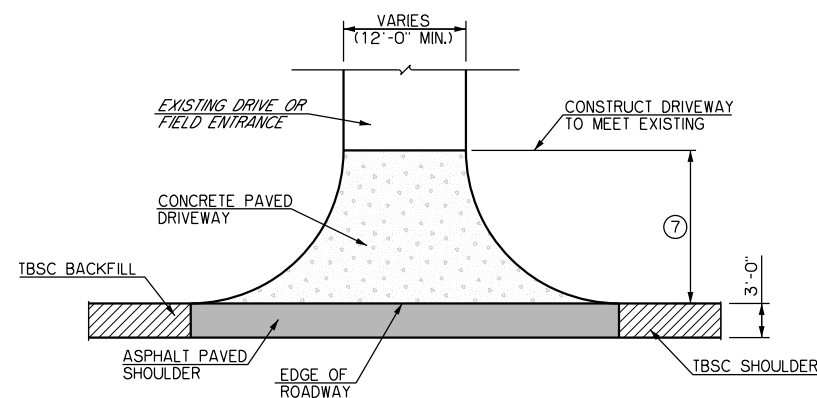


ADD ALTERNATE - TYPICAL SECTION
INDEPENDENCE ST.
STA. 10+60.66 TO STA. 42+41.30

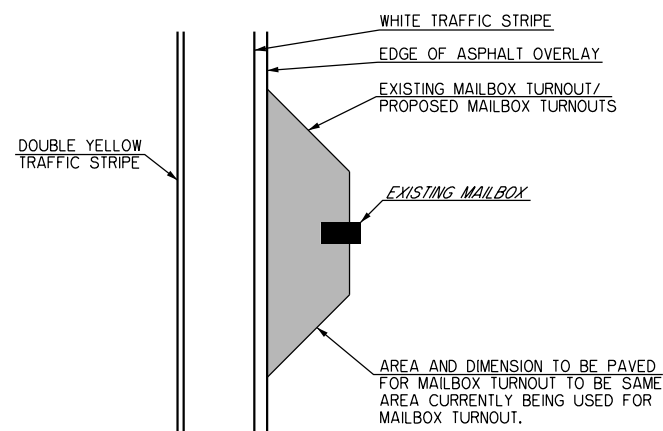
- ① CONSTRUCT ASPHALT SAFETY EDGE AS SHOWN IN SPECIAL PROVISION 411-14 ON ASPHALT SHOULDERS.
- ② THICKNESS MAY VARY NEAR CRL TO ACHIEVE 2% CROSS SLOPE.
- ③ CONTRACTOR TO CLASSIFY SOIL AND DETERMINE STABILIZATION IN ACCORDANCE WITH ODOT OHD L-50.
- ④ PRIOR TO PLACING THE OVERLAY, THE EXISTING PAVEMENT SHOULD HAVE ALL CRACKS PROPERLY SEALED AND REPAIRED. THEN A TACK COAT SHOULD BE APPLIED TO THE EXISTING PAVEMENT SURFACE.
ALL COLD MILLED SURFACES MUST BE OVERLAID WITHIN 48 HOURS OF BEING EXPOSED BY COLD MILLING OPERATIONS.
- ⑤ TIE BACKFILL SLOPE TO EXISTING SLOPE.
- ⑥ TO BE BACKFILLED WITH TBSC TYPE E AND COMPACTED AS PART OF THE FINISHING OPERATIONS IN A MANNER APPROVED BY THE ENGINEER.
- ⑦ ALL DRIVES ARE TO BE CONSTRUCTED TO BACK OF RETURNING RADII.



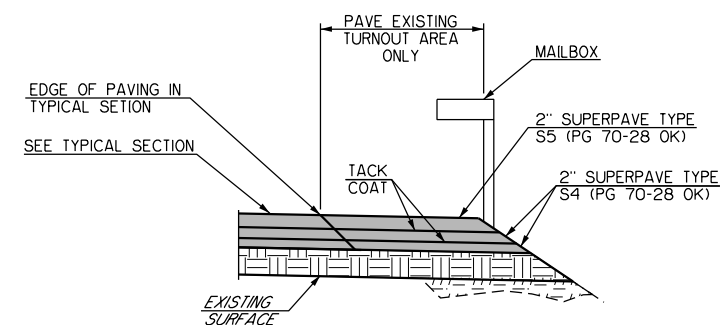
SPECIAL DRIVEWAY DETAIL
ASPHALT / TBSC



SPECIAL DRIVEWAY DETAIL
CONCRETE



MAILBOX TURNOUT - PLAN
FOR USE AT ALL AREAS AS
SHOWN IN SUMMARY TABLE



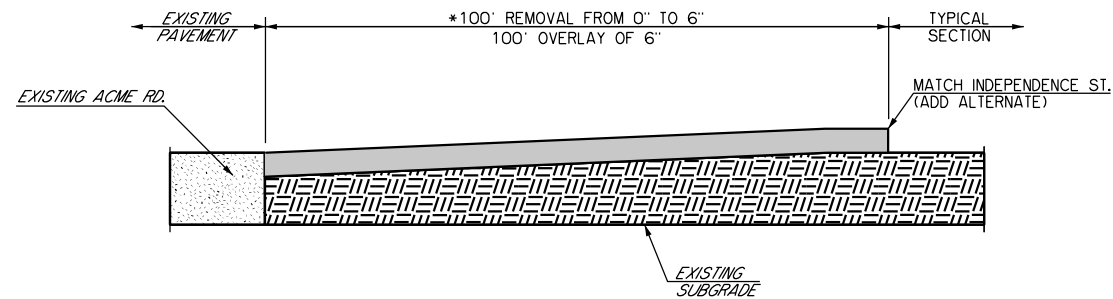
MAILBOX TURNOUT FOR ROADWAY RECONSTRUCTION
NOTE: SEE ROADWAY PLANS FOR
APPROXIMATE MAILBOX LOCATIONS.

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

TYPICAL SECTIONS
AND DETAILS - ADD ALTERNATE
(SHEET NO. 1 OF 2)

PROJECT NO. C-21-01

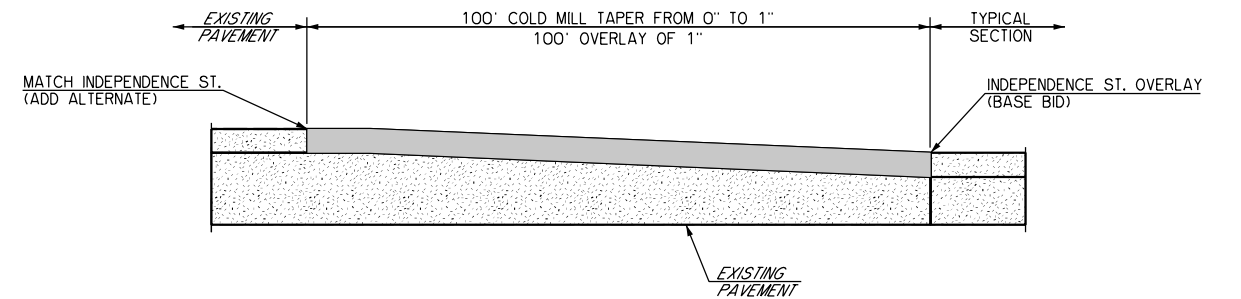
SHEET NO. 0005



PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT

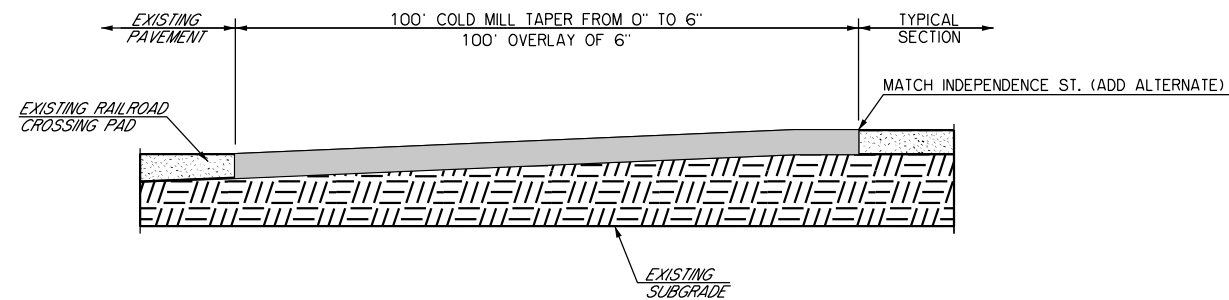
STA. 104+67.41 TO STA. 105+67.41

*REMOVAL COST TO BE INCLUDED IN
OTHER ITEMS OF WORK.



PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT

STA. 41+41.30 TO STA 42+41.30



PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING RAILROAD CROSSING PADS

STA. 29+67.16 TO STA. 30+67.16

STA. 30+75.47 TO STA. 31+75.47

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

TYPICAL SECTIONS
AND DETAILS - ADD ALTERNATE
(SHEET NO. 2 OF 2)

PROJECT NO. C-21-01

SHEET NO.0006

GENERAL CONSTRUCTION NOTES - ROADWAY

NOTICE TO BEGIN WORK:
THE CONTRACTOR SHALL GIVE WRITTEN NOTICE TO THE CITY OF SHAWNEE AND POTTAWATOMIE COUNTY FOURTEEN (14) CALENDAR DAYS BEFORE WORK BEGINS ON THE PROJECT.

EXISTING ROADS SHALL REMAIN OPEN TO THRU TRAFFIC. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND FIELD ENTRANCES DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL FLAGGERS, CONSTRUCTION SIGNS, BARRICADES, LIGHTS, ETC. IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", (CURRENT EDITION), AND AS SHOWN ON TCS STANDARD DRAWINGS. ALL COSTS TO BE INCLUDED IN PRICE BID "CONSTRUCTION TRAFFIC CONTROL". THE CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION PHASING AND TRAFFIC MANAGEMENT PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL BEFORE CONSTRUCTION OPERATIONS BEGIN. THE TRAFFIC MANAGEMENT PLAN SHALL CONFORM TO ODOT'S LATEST STANDARDS AND MUTCD GUIDELINES.

SURFACING OF RETURNS, UNLESS OTHERWISE SHOWN ON THE PLANS, SHALL BE OF THE SAME MATERIAL (BASE AND SURFACE) AS THAT OF THE ABUTTING SHOULDER OF THE MAINLINE. BASE AND SURFACE THICKNESS SHALL BE THE THICKNESS SHOWN ON PLANS.

IN ACCORDANCE WITH OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY OKIE811 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE HE MAY INFLICT TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF HIS DIGGING, TRENCHING, BORING, ETC. PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION LISTED WITH THE FOLLOWING AGENCIES:

THE "OKIE" NOTIFICATION CENTER 811 OR 1-800-522-6543 OR WWW.OKIE811.ORG OR THE LOCAL COUNTY.

DEPTH OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SIGNING, INCLUDING ANY REQUIRED DETOUR SIGNING.

ALL TREES, BRUSH, AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER ARE TO BE CLEANED OUT OF ROADSIDE DITCHES IN A MANNER APPROVED BY THE ENGINEER. ALL COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.

FOR PROJECTS THAT INCLUDE WIDENING AND/OR RESURFACING, THE CONTRACTOR SHALL SCHEDULE OPERATIONS TO MINIMIZE POTENTIAL DROP OFF HAZARDS AND SHALL SUBMIT A SEQUENCE OF CONSTRUCTION OPERATIONS TO POTTAWATOMIE COUNTY AND THE CITY OF SHAWNEE FOR APPROVAL BEFORE OPERATIONS BEGIN. ANY PORTION OF THE CONSTRUCTION OPERATIONS, SUCH AS SUPERPAVE LAYING OPERATIONS, EXCAVATION FOR PAVEMENT WIDENING, OR EXTENSION OF ROADWAY STRUCTURES, SHALL BE LIMITED TO ONE SIDE AT A TIME, AND THE PROCEDURES OUTLINED IN THE PAVEMENT DROP OFF TREATMENT STANDARD PDT-1 (LATEST REVISION) SHALL BE IMPLEMENTED. ONLY THAT AMOUNT OF OPEN TRENCH WILL BE ALLOWED THAT CAN BE SURFACED IN 1 (ONE) DAY'S TIME WITHOUT APPROVAL BY THE ENGINEER. LIGHTS, SIGNS AND BARRICADES SHALL BE MOVED AS WORK PROGRESSES.

THE CONTRACTOR SHALL REMOVE AND RESET MAILBOXES AS NECESSARY. MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. ANY DAMAGE TO BOXES OR SUPPORTS SHALL BE REPAIRED BY THE CONTRACTOR. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

GENERAL CONSTRUCTION NOTES - ROADWAY (CONTINUED)

PRIOR TO OVERLAYING, THE CONTRACTOR SHALL CLEAR THE ROADWAY SURFACE OF ALL LOOSE MATERIAL, SILT, VEGETATION, AND OTHER OBJECTIONABLE MATERIAL TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH THIS SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

PRIOR TO PLACING THE OVERLAY, THE EXISITNG PAVEMENT SHALL HAVE ALL CRACKS PROPERLY SEALED AND REPAIRED.

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

GENERAL NOTES

PAY QUANTITIES - BASE BID				
0100 ROADWAY				
ITEM		DESCRIPTION	UNIT	QUANTITY
402(E)	2600	TRAFFIC BOUND SURFACE COURSE TYPE E	(R-18) TON	110.00
407(B)	7300	TACK COAT	(R-24) GAL	1,471.00
411(B)	1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	(R-25) TON	1,344.00
411(C)	1430	SUPERPAVE, TYPE S4 (PG 64-22 OK)	(R-25) TON	1,023.00
412	3100	COLD MILLING PAVEMENT	(3)(4) SY	1,531.00
610(B)	5310	6" CONC. DRIVEWAY	SY	385.00
619(B)	6436	REMOVAL OF CONCRETE DITCH LINER	LF	81.00
619(B)	6380	REMOVAL OF CONCRETE DRIVEWAY	SY	385.00
619(C)	6600	SAWING PAVEMENT	(3) LF	749.00
0300 TRAFFIC CONTROL				
ITEM		DESCRIPTION	UNIT	QUANTITY
856(A)	8200	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	(TS-24) LF	15,133.00
856(A)	8216	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE) WHITE	(TS-28) LF	45.00
880(B)	6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	(TC-23, 26, 28, 33, 84) SD	84.00
880(B)	6310	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	(TC-23, 26, 29, 33, 84) SD	28.00
880(B)	6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF	(TC-23, 26, 30, 33, 84) SD	252.00
880(C)	6410	CONSTRUCTION BARRICADES (TYPE III)	(TC-26, 33, 84) SD	32.00
880(E)	6600	WARNING LIGHTS (TYPE A)	(TC-26, 33, 84) SD	32.00
880(G)	6800	TUBE CHANNELIZERS	(TC-26, 33, 61, 84) SD	1,080.00
880(I)	7000	FLAGGER	(TC-58) SD	98.00
0600 STAKING				
ITEM		DESCRIPTION	UNIT	QUANTITY
642(B)	3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.00
0640 CONSTRUCTION				
ITEM		DESCRIPTION	UNIT	QUANTITY
641	2110	MOBILIZATION	LSUM	1.00

PAY QUANTITIES - ADD ALTERNATE				
0100 ROADWAY				
ITEM		DESCRIPTION	UNIT	QUANTITY
202(H)	2900	EARTHWORK	(1) LSUM	1.00
307(K)	4200	STABILIZED SUBGRADE	SY	7,785.00
402(E)	2600	TRAFFIC BOUND SURFACE COURSE TYPE E	(R-18) TON	171.00
407(B)	7300	TACK COAT	(R-24) GAL	1,790.00
408	8100	PRIME COAT	(R-21) GAL	2,730.00
411(C)	1420	SUPERPAVE, TYPE S4 (PG 70-28 OK)	(2)(R-25) TON	1,801.00
411(D)	1520	SUPERPAVE, TYPE S5 (PG 70-28 OK)	(2)(R-25) TON	901.00
412	3100	COLD MILLING PAVEMENT	SY	489.00
629(D)	7500	REMOVE AND RESET MAILBOX	(G-26) EA	1.00
0300 TRAFFIC CONTROL				
ITEM		DESCRIPTION	UNIT	QUANTITY
856(A)	8200	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	(TS-24) LF	12,723.00
856(A)	8216	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE) WHITE	(TS-28) LF	11.00
880(B)	6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	(TC-23, 26, 28, 33, 84) SD	90.00
880(B)	6310	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	(TC-23, 26, 29, 33, 84) SD	30.00
880(B)	6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF	(TC-23, 26, 30, 33, 84) SD	270.00
880(C)	6410	CONSTRUCTION BARRICADES (TYPE III)	(TC-26, 33, 84) SD	30.00
880(E)	6600	WARNING LIGHTS (TYPE A)	(TC-26, 33, 84) SD	30.00
880(G)	6800	TUBE CHANNELIZERS	(TC-26, 33, 61, 84) SD	1,080.00
880(I)	7000	FLAGGER	(TC-58) SD	60.00
0600 STAKING				
ITEM		DESCRIPTION	UNIT	QUANTITY
642(B)	3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.00
0640 CONSTRUCTION				
ITEM		DESCRIPTION	UNIT	QUANTITY
641	2110	MOBILIZATION	LSUM	1.00

PAY QUANTITY NOTES - ROADWAY & TRAFFIC

- (G-26) THE CONTRACTOR SHALL REMOVE AND RESET MAILBOXES AS NECESSARY. MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. ANY DAMAGE TO BOXES OR SUPPORTS SHALL BE REPAIRED BY THE CONTRACTOR. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (R-18) ESTIMATED AT 170 LBS. PER CU. FT.
- (R-21) PRIME COAT SHALL BE APPLIED AT AN ESTIMATED RATE OF 0.35 GAL. PER SQ. YD. WHEN APPLIED TO SUBGRADE, AND 0.25 GAL. PER SQ. YD. WHEN APPLIED TO AGGREGATE BASE. THE ACTUAL CUTBACK PRIME COAT REQUIRED FOR PLACEMENT OPERATIONS WILL BE DETERMINED BY THE CONTRACTOR, AND SHALL CONSIDER THE RESIDUE FROM DISTILLATION PERCENTAGE SHOWN IN SECTION 708.03 OF THE STANDARD SPECIFICATIONS.
- (R-24) ESTIMATED AT 0.075 GALLONS PER SQUARE YARD OF ORIGINAL EMULSION OF TACK COAT (BEFORE DILUTION FOR APPLICATION) IN ACCORDANCE WITH SECTION 407 OF THE STANDARD SPECIFICATIONS.
- (R-25) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.
- (TC-23) QUANTITY SHOWN FOR THIS ITEM INCLUDES THOSE SIGNS WHICH COMPRISE THE ROUTE MARKER ASSEMBLIES USED TO INDICATE THE DETOUR ROUTE.
- (TC-26) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE ODOT STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLETION OF THE PROJECT.

ALL SIGNS AND BARRICADES WHICH ARE SHOWN WITH TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.

- (TC-28) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 0.00 S.F. AND 6.25 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.
- (TC-29) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 6.26 S.F. AND 15.99 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.
- (TC-30) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 16.00 S.F. AND 32.99 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.
- (TC-33) ALL CONSTRUCTION WORK ZONE SIGNS SHALL HAVE FLUORESCENT SHEETING. THE FLUORESCENT SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST REVISION).

THE MANUFACTURER SHALL FURNISH A TYPE 'D' CERTIFICATION ASTM IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS (CURRENT EDITION) SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON MATERIAL SUBMITTED FOR APPROVAL.

PAY QUANTITY NOTES - ROADWAY & TRAFFIC (CONTINUED)

- (TC-58) BASE BID
INCLUDED IN THIS ITEM IS THE COST OF PROVIDING THREE (3) FLAGGERS FOR WORK AT THE KICKAPOO SPUR AND N. LEO STREET INTERSECTION, SEVEN (7) FLAGGERS FOR WORK AT THE US-177 AND N. LEO STREET INTERSECTION, AND TWO (2) FLAGGERS FOR ALL OTHER WORK.
- ADD ALTERNATE
INCLUDED IN THIS ITEM IS THE COST OF PROVIDING TWO (2) FLAGGERS.
- DURING NON-DAYLIGHT HOURS THE FLAGGER STATIONS SHALL BE ADEQUATELY LIGHTED TO PROVIDE A SAFE WORK AREA FOR FLAGGERS. COST OF THIS LIGHTING WILL BE INCLUDED IN THE PRICE BID FOR FLAGGER.
- (TC-61) ANY DAMAGE TO A FINISHED OR EXISTING SURFACE RESULTING FROM THE CONTRACTOR'S NEGLIGENCE IN THE REMOVAL OF CONSTRUCTION ZONE PAVEMENT MARKERS OR CHANNELIZING DEVICES AND THE BITUMINOUS ADHESIVE USED IN THEIR INSTALLATION, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.
- (TC-84) 30 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS FOR THE BASE BID, AND 30 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS FOR THE ADD ALTERNATE. THE AMOUNT OF CALENDAR DAYS USED TO COMPUTE THE SIGN DAY PAY ITEMS IS AN ESTIMATED QUANTITY ONLY, BASED ON THE CURRENT ODOT STANDARDS AND SUGGESTED CONSTRUCTION SEQUENCE FOR THIS PROJECT. THESE ESTIMATED SIGN DAY QUANTITIES MAY CHANGE AS THE PROJECT'S CONSTRUCTION TRAFFIC CONTROL IS MODIFIED DURING CONSTRUCTION.
- (TS-24) BASE BID
QUANTITY SHOWN INCLUDES 7,566.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 7,566.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4") WIDE TRAFFIC STRIPE.
- ADD ALTERNATE
QUANTITY SHOWN INCLUDES 6,361.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 6,361.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4") WIDE TRAFFIC STRIPE.
- (TS-28) BASE BID
QUANTITY SHOWN INCLUDES 45 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.
- ADD ALTERNATE
QUANTITY SHOWN INCLUDES 11 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.
- (1) INCLUDES ANY GRADING AND/OR EARTHWORK REQUIRED TO GET THE ROADWAY READY FOR PAVING OPERATIONS. DOES NOT INCLUDE DITCH GRADING. ALSO INCLUDES ANY EXCAVATION NEEDED TO MAKE TRANSITION FROM INDEPENDENCE ST. TO ACME RD.
- (2) AT RAILROAD CROSSING, THERE WILL BE NO CHANGE TO THE EXISITNG CROSSING FOOTPRINT OR PROFILE. PAVING WILL GO TO EDGE OF CROSSING PADS. CONTRACTOR WILL CONTACT UNION PACIFIC RAILROAD AT LEAST TWO (2) WEEKS PRIOR TO STARTING WORK ON RIGHT-OF-WAY.
- (3) ANY SAW CUTTING IN AREAS OF COLD MILLING SHALL BE INCLUDED IN THE COST OF COLD MILLING PAVEMENT.
- (4) MILLINGS FROM N. LEO ST. ARE TO BE USED FOR SHOULDER ON N. LEO ST. ANY EXTRA MILLINGS ARE TO BECOME PROPERTY OF THE CONTRACTOR.

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY OF PAY QUANTITIES
(ROADWAY & TRAFFIC)

SUMMARY OF SURFACING QUANTITIES									
SHEET NO.	STATION TO STATION	307 (K) STABILIZED SUBGRADE	402(E) T.B.S.C. TYPE E	407(B) TACK COAT	408 PRIME COAT	411(D) SUPERPAVE, TYPE S5 (PG 64-22 OK)	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	412 COLD MILLING PAVEMENT
		SY	TON	GAL.	GAL.	TON	TON	TON	S.Y.
ADD ALTERNATE									
R001	10+60.66 TO 35+00.00	5974.58	129.84	1344.28	2091.10	669.18	1,338.37		244.44
R002	35+00.00 TO 42+41.30	1809.70	41.04	407.18	633.39	202.69	405.39		244.44
TOTALS FOR ADD ALTERNATE		7784.28	170.88	1751.46	2724.50	871.88	1743.76		488.89
BASE BID									
R002	42+41.30 TO 58+00.00		44.05	571.88			320.27	533.78	
R003	58+00.00 TO 76+29.00		65.50	672.94			376.86	628.10	244.44
R004	100+11.00 TO 104+06.44		0.00	96.47			216.10		1,286.23
R004	TOTALS FOR BASE BID		109.55	1,341.29			913.23	1,161.88	1,530.68

SUMMARY OF REMOVALS				
SHEET NO.	STATION	619(B) REMOVAL OF CONCRETE DRIVEWAY	619(B) REMOVAL OF CONCRETE DITCH LINER	619(C) SAWING PAVEMENT
		S.Y.	L.F.	L.F.
BASE BID				
R002	42+88.82			45.00
R002	44+18.37			20.00
R002	47+35.08			35.00
R002	48+41.74	52.40		80.00
R002	50+67.40			25.00
R002	53+02.85	146.31	80.08	297.76
R002	53+30.03	185.77		245.93
	TOTALS FOR BASE BID	384.48	80.08	748.69

SUMMARY OF MAILBOX TURNOUTS							
SHEET NO.	STATION	407(B) TACK COAT	408 PRIME COAT	411(D) SUPERPAVE, TYPE S5 (PG 64-22 OK)	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	629(D) REMOVE AND RESET MAILBOX
		GAL.	GAL.	TON	TON	TON	EACH
ADD ALTERNATE							
R001	16+22.85	1.04	2.43	0.78	1.55		
R001	20+58.25	0.79	1.83	0.59	1.17		1.00
R001	28+51.65	0.22	0.50	0.16	0.32		
TOTALS FOR ADD ALTERNATE		2.04	4.77	1.53	3.05		1.00
BASE BID							
R003	72+14.10	0.68			1.01	1.27	
TOTALS FOR BASE BID		0.68			1.01	1.27	

SUMMARY OF DRIVES & SIDE ROADS											
SHEET NO.	STATION	SIDE	TYPE	WIDTH	LENGTH	RADIUS	411(D) SUPERPAVE, TYPE S5 (PG 64-22 OK)	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	407(B) TACK COAT	610(B) 6" CONC. DRIVEWAY
				FT.	FT.	FT.	TON	TON	TON	GAL.	S.Y.
ADD ALTERNATE											
RO01	16+10.85	RT.	RESIDENTIAL DRIVE	15	15	15	5.68	11.36		7.61	
RO01	20+95.55	RT.	RESIDENTIAL DRIVE	12	15	15	5.15	10.30		6.90	
RO01	28+38.25	RT.	RESIDENTIAL DRIVE	15	15	15	5.61	11.21		7.51	
RO01	30+34.53	RT.	FIELD ENTRANCE	40	15	15	4.88	9.75		6.53	
RO01	31+41.91	LT.	FIELD ENTRANCE	23	15	15	5.68	11.36		7.61	
TOTALS FOR ADD ALTERNATE							27.00	53.99		36.15	
BASE BID											
RO02	42+88.82	RT.	COMMERCIAL DRIVE	69	24	24		14.99	24.99	26.77	
RO02	44+18.37	RT.	COMMERCIAL DRIVE	39	24	24		8.69	14.49	15.52	
RO02	44+24.25	LT.	COMMERCIAL DRIVE	56	24	24		13.73	22.89	12.26	
RO02	47+35.08	RT.	COMMERCIAL DRIVE	55	24	24		12.47	20.79	22.27	
RO02	47+65.92	LT.	COMMERCIAL DRIVE	47	24	24		9.95	16.59	8.89	
RO02	48+41.74	LT.	RESIDENTIAL DRIVE	33	15	15		2.05	2.57	1.38	52.40
RO02	50+67.40	RT.	COMMERCIAL DRIVE	44	24	24		9.95	16.59	8.89	
RO02	53+02.83	LT.	COMMERCIAL DRIVE	107	14	N/A					146.31
RO02	53+30.03	RT.	COMMERCIAL DRIVE	117	18	N/A					185.77
RO03	59+81.43	RT.	FIELD ENTRANCE	25	15	15		3.89	6.48	3.47	
RO03	65+64.99	RT.	COMMERCIAL DRIVE	76	40	40		27.86	46.44	24.88	
RO03	71+91.42	RT.	RESIDENTIAL DRIVE	28	15	15		5.10	8.50	4.55	
TOTALS FOR BASE BID								180.31	180.31	128.87	384.48

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY SHEET (ROADWAY)

SUMMARY OF TRAFFIC CONTROL - PHASE 1 (BASE BID)															
TYPE	DESCRIPTION	880(B) CONST. SIGNS 0 TO 6.25 SF		880(B) CONST. SIGNS 6.26 TO 15.99 SF		880(B) CONST. SIGNS 16.00 TO 32.99 SF		880(C) CONSTRUCTION BARRICADES (TYPE III)		880(E) WARNING LIGHTS (TYPE A)		880(G) TUBE CHANNELIZERS		880(I) FLAGGER	
		EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.
CS-13E	BEGIN (AUXILIARY)	1.00	28.00												
CS-14E	WORK ZONE (AUXILIARY)	1.00	28.00												
G20-2A	END ROAD WORK	1.00	28.00												
R11-2(LANE)	LANE CLOSED			1.00	28.00										
R2-1(25)	SPEED LIMIT 25 (TYP)					1.00	28.00								
W3-4	BE PREPARED TO STOP					1.00	28.00								
W20-1	ROAD WORK AHEAD					2.00	56.00								
W20-4	ONE LANE ROAD AHEAD					1.00	28.00								
W20-7	FLAGGER (SYMBOLIC)					3.00	84.00			1.00	28.00				
	WARNING LIGHTS (TYPE A)							1.00	28.00						
	TYPE III BARRICADE											36.00	1,008.00		
	TUBE CHANNELIZERS													3.00	84.00
	FLAGGER														
	TOTALS	3.00	84.00	1.00	28.00	8.00	224.00	1.00	28.00	1.00	28.00	36.00	1,008.00	3.00	84.00

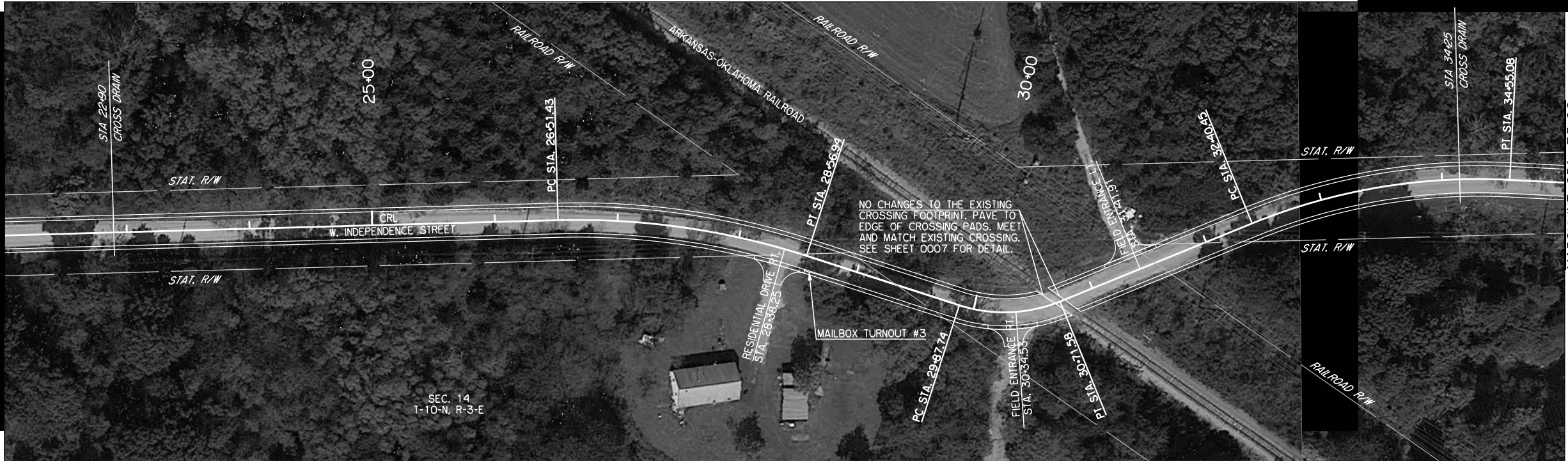
SUMMARY OF STRIPING					
SHEET NO.	STATION TO STATION	856(A) TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE) WHITE	856(A) TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE) YELLOW	856(A) TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE) WHITE	REMARKS
		L.F.	L.F.	L.F.	
ADD ALTERNATE					
R001	10+59.00 LT.			11.00	STOP BAR
R001	10+60.66 TO 35+00.00	4,878.68			EDGE STRIPE
R002	35+00.00 TO 42+41.30	1,482.60			EDGE STRIPE
R001	10+60.66 TO 35+00.00		4,878.68		DOUBLE YELLOW CENTERLINE STRIPE
R002	35+00.00 TO 42+41.30		1,482.60		DOUBLE YELLOW CENTERLINE STRIPE
TOTALS FOR ADD ALTERNATE		6,361.28	6,361.28	11.00	
BASE BID					
R002	50+35.35 RT.			11.00	STOP BAR
R002	51+30.85 LT.			11.00	STOP BAR
R003	76+12.30 LT.			11.00	STOP BAR
R004	100+32.30 LT.			12.00	STOP BAR
R002	42+41.30 TO 58+00.00	3117.4			EDGE STRIPE
R003	58+00.00 TO 76+29.00	3,658.00			EDGE STRIPE
R004	100+11.00 TO 104+06.44	790.88			EDGE STRIPE
R002	42+41.30 TO 58+00.00		3,117.40		DOUBLE YELLOW CENTERLINE STRIPE
R003	58+00.00 TO 76+29.00		3,658.00		DOUBLE YELLOW CENTERLINE STRIPE
R004	100+11.00 TO 104+06.44		790.88		DOUBLE YELLOW CENTERLINE STRIPE
TOTALS FOR BASE BID		7,566.28	7,566.28	45.00	

SUMMARY OF TRAFFIC CONTROL - PHASE 2 (BASE BID)											
TYPE	DESCRIPTION	880(B) CONST. SIGNS 16.00 TO 32.99 SF		880(C) CONSTRUCTION BARRICADES (TYPE III)		880(E) WARNING LIGHTS (TYPE A)		880(G) TUBE CHANNELIZERS		880(I) FLAGGER	
		EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.
W3-4	BE PREPARED TO STOP	4.00	8.00								
W20-1	ROAD WORK AHEAD	4.00	8.00								
W20-7	FLAGGER (SYMBOLIC)	6.00	12.00								
	WARNING LIGHTS (TYPE A)					2.00	4.00				
	TYPE III BARRICADE			2.00	4.00						
	TUBE CHANNELIZERS							36.00	72.00		
	FLAGGER									7.00	14.00
	TOTALS	14.00	28.00	2.00	4.00	2.00	4.00	36.00	72.00	7.00	14.00

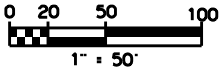
SUMMARY OF TRAFFIC CONTROL - (ADD ALTERNATE)															
TYPE	DESCRIPTION	880(B) CONST. SIGNS 0 TO 6.25 SF		880(B) CONST. SIGNS 6.26 TO 15.99 SF		880(B) CONST. SIGNS 16.00 TO 32.99 SF		880(C) CONSTRUCTION BARRICADES (TYPE III)		880(E) WARNING LIGHTS (TYPE A)		880(G) TUBE CHANNELIZERS		880(I) FLAGGER	
		EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.
CS-13E	BEGIN (AUXILIARY)	1.00	30.00												
CS-14E	WORK ZONE (AUXILIARY)	1.00	30.00												
G20-2A	END ROAD WORK	1.00	30.00												
R11-2(LANE)	LANE CLOSED			1.00	30.00										
R2-1(25)	SPEED LIMIT 25 (TYP)					1.00	30.00								
W3-4	BE PREPARED TO STOP					1.00	30.00								
W20-1	ROAD WORK AHEAD					3.00	90.00								
W20-4	ONE LANE ROAD AHEAD					1.00	30.00								
W20-7	FLAGGER (SYMBOLIC)					3.00	90.00			1.00	30.00				
	WARNING LIGHTS (TYPE A)							1.00	30.00						
	TYPE III BARRICADE											36.00	1,080.00		
	TUBE CHANNELIZERS													2.00	60.00
	FLAGGER														
	TOTALS	3.00	90.00	1.00	30.00	9.00	270.00	1.00	30.00	1.00	30.00	36.00	1,080.00	2.00	60.00

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY SHEET - TRAFFIC



NOTE:
ALL STATIONS ARE APPROXIMATE
ALL RW LINES ARE APPROXIMATE



N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

ROADWAY PLAN
(SHEET NO. 1 OF 4)

PROJECT NO. C-21-01 SHEET NO. R001



NOTE:
ALL STATIONS ARE APPROXIMATE
ALL RW LINES ARE APPROXIMATE

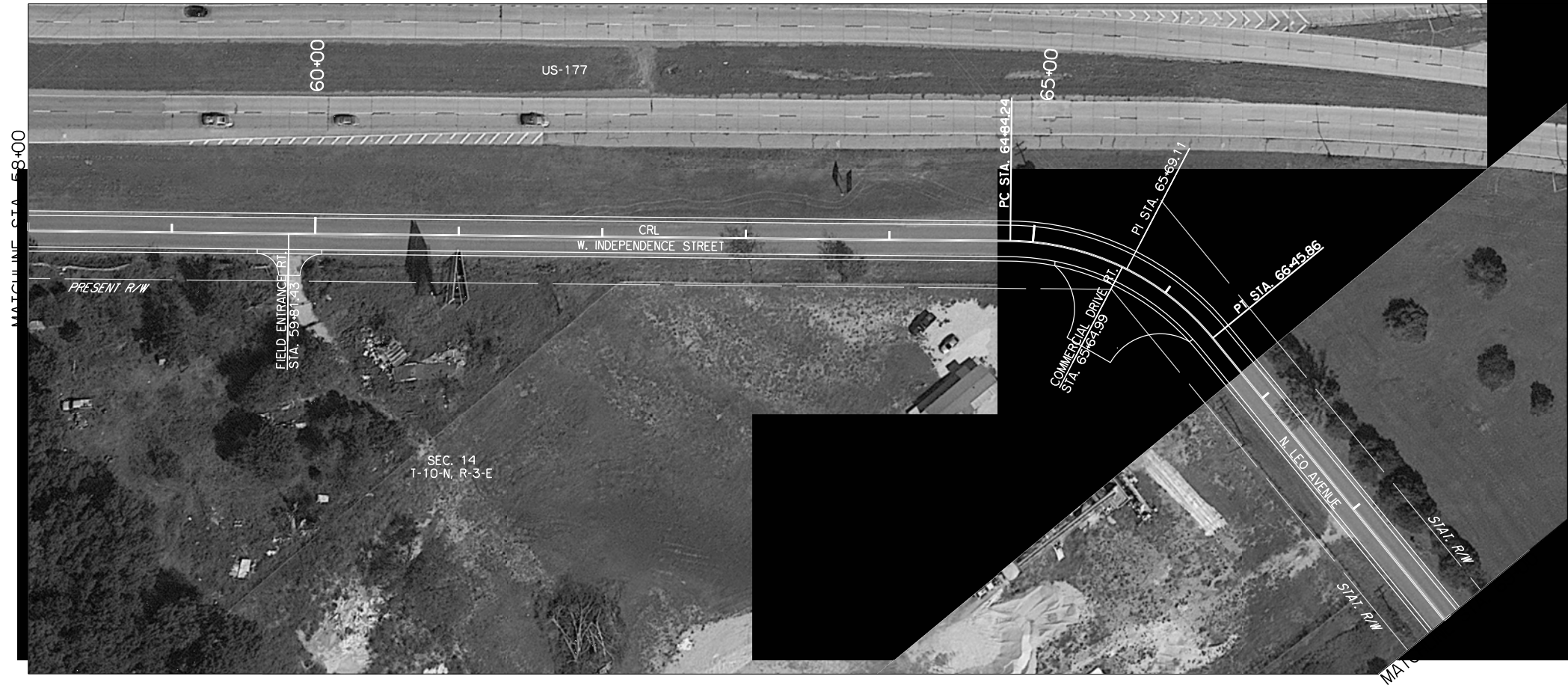


N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

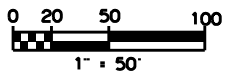
ROADWAY PLAN
(SHEET NO. 2 OF 4)

PROJECT NO. C-21-01

SHEET NO. R002



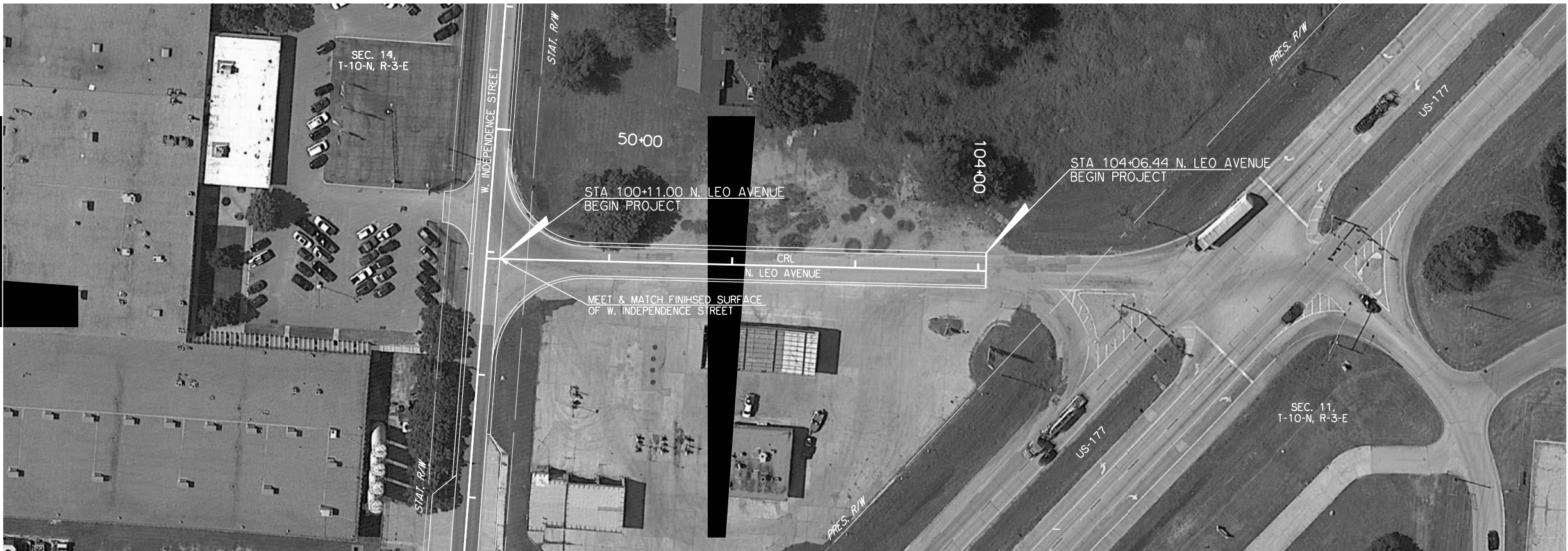
NOTE:
ALL STATIONS ARE APPROXIMATE
ALL RW LINES ARE APPROXIMATE



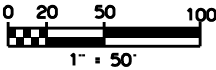
N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

ROADWAY PLAN
(SHEET NO. 3 OF 4)

PROJECT NO. C-21-01 SHEET NO. R003



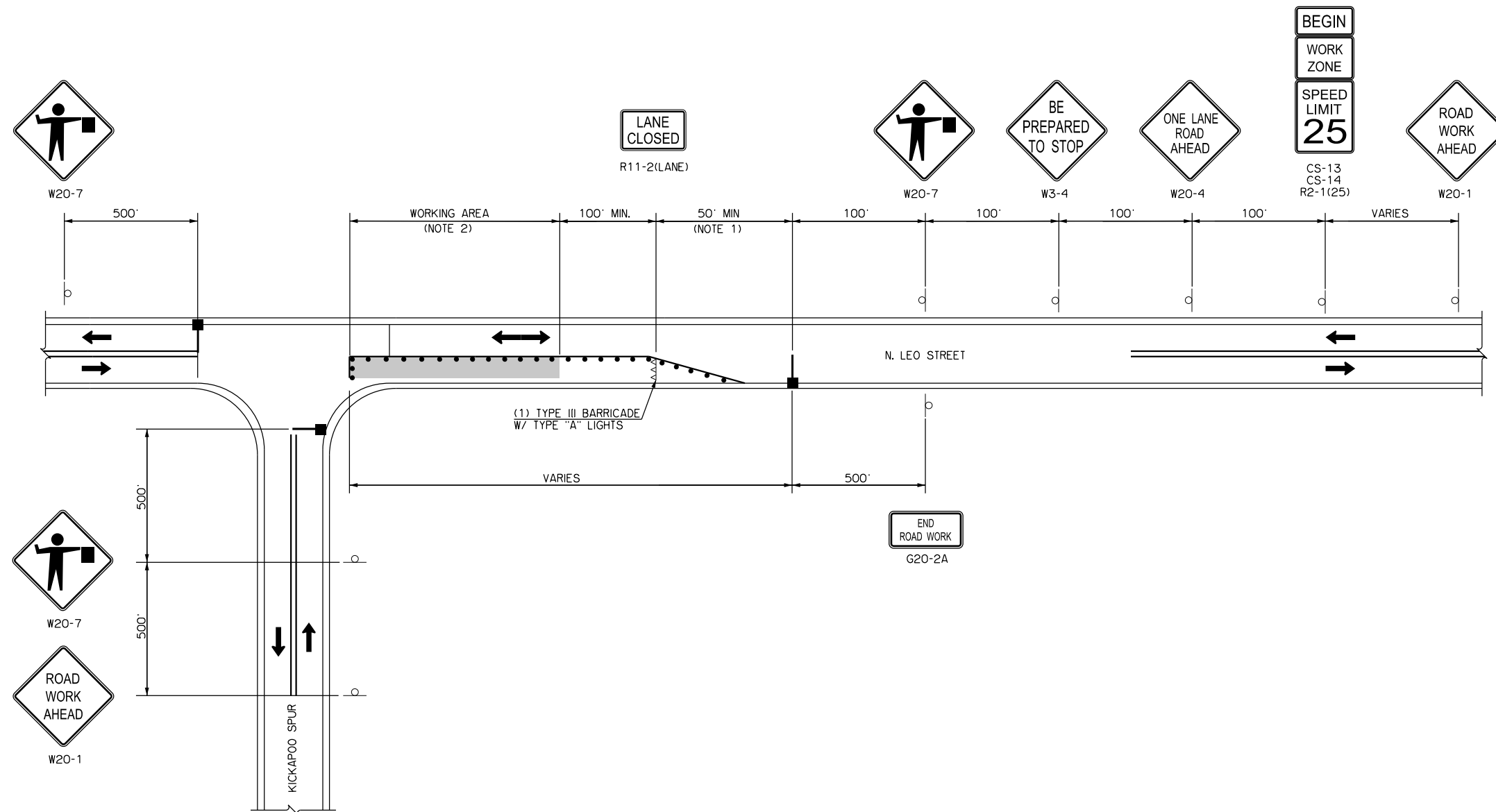
NOTE:
ALL STATIONS ARE APPROXIMATE
ALL RW LINES ARE APPROXIMATE



N. LEO ST./W. INDEPENDENCE ST.		POTTAWATOMIE COUNTY
ROADWAY PLAN (SHEET NO. 4 OF 4)		
PROJECT NO.	C-21-01	SHEET NO. R004



SHEET NO. T001



NOTES

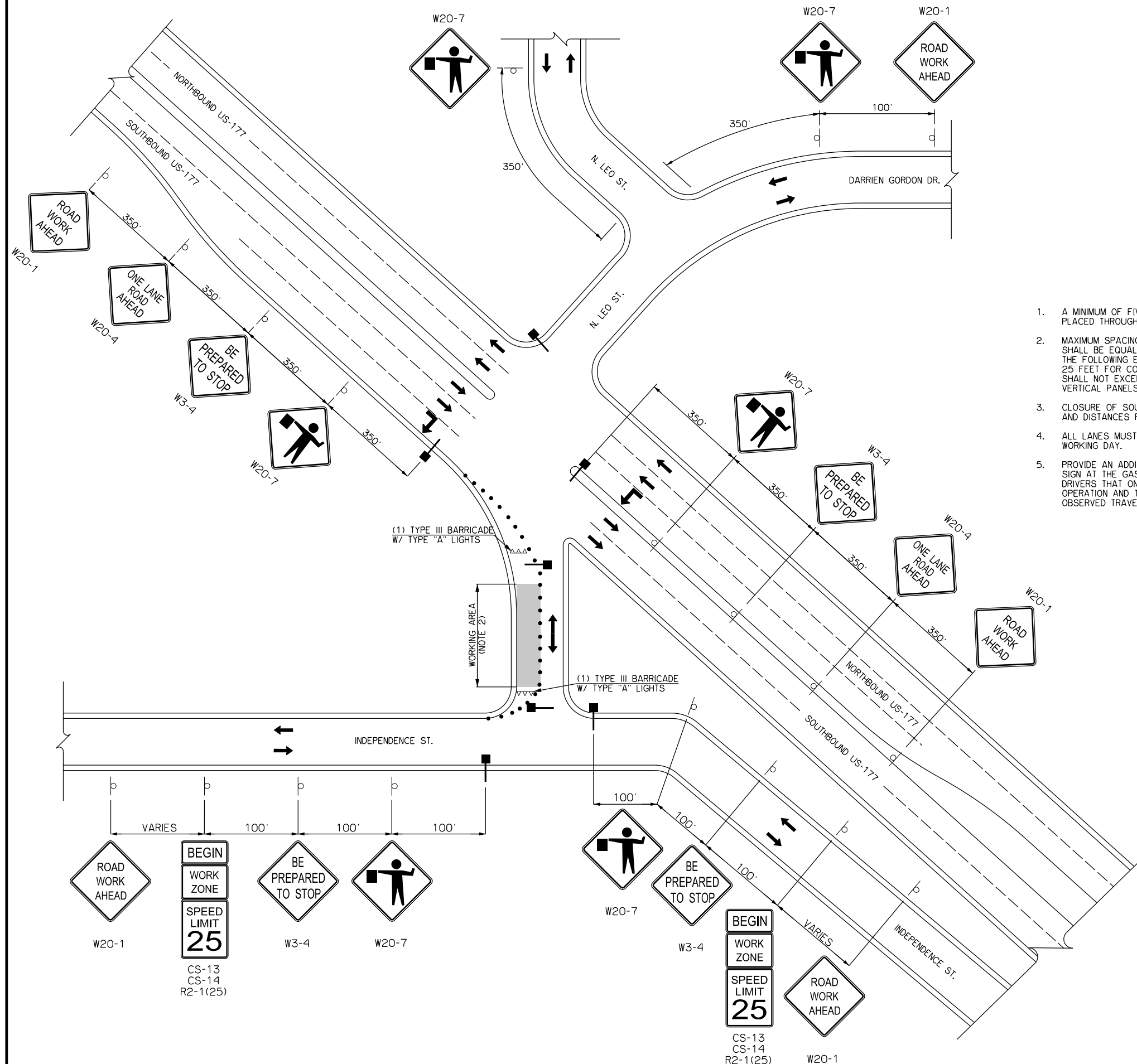
- A MINIMUM OF FIVE (5) TUBE CHANNELIZERS SHALL BE PLACED THROUGH TAPER.
- MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (FEET) SHALL BE EQUAL TO THE POSTED SPEED LIMIT (M.P.H) WITH THE FOLLOWING EXCEPTIONS: SPACING SHALL NOT EXCEED 25 FEET FOR CONES OR TUBE CHANNELIZERS. SPACING SHALL NOT EXCEED 50 FEET FOR TYPE II BARRICADES, VERTICAL PANELS, OR DRUMS.
- CLOSURE OF RIGHT LANE SHOWN, REVERSE SIGNS AND DISTANCES FOR LEFT LANE CLOSURE.
- ALL LANES MUST BE OPEN TO TRAFFIC AT END OF EACH WORKING DAY.
- PROVIDE AN ADDITIONAL FLAGGER OR AN APPROPRIATE SIGN AT EACH DRIVEWAY ALONG THE WORK AREA TO CAUTION THE DRIVER THAT ONE-LANE TWO-WAY TRAFFIC IS IN OPERATION AND TO PROCEED IN THE DIRECTION OF OBSERVED TRAVEL.
- THE FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT CONTACT AT ALL TIMES AND SHALL BE POSITIONED TO PROTECT THE WORKERS.
- WHEN NO WORK IS BEING PERFORMED AND TWO-LANE TRAFFIC IS OPERATING, FLAGGERS WILL NOT BE REQUIRED. WHENEVER FLAGGERS ARE NOT PRESENT THE "FLAGGER" SIGNS SHALL BE REMOVED OR COVERED.
- FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.
- IN INSTANCES WHERE SIGHT DISTANCE MAY BE RESTRICTED DUE TO A CREST VERTICAL CURVE, HORIZONTAL CURVE OR OTHER FACTORS, THE CHANNELIZING DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.

SUGGESTED SEQUENCE OF CONSTRUCTION - PHASE 1

- INSTALL TRAFFIC CONTROL DEVICES.
- APPLY TACK COAT AND OVERLAY BOTTOM LIFT OF BOTH LANES, ONE DIRECTION AT A TIME. PROVIDE TEMPORARY WEDGES TO MAINTAIN ACCESS AT DRIVEWAYS AND N. LEO ST., AS NEEDED.
- APPLY TACK COAT AND OVERLAY TOP LIFT OF BOTH LANES, ONE DIRECTION AT A TIME. PLACE TEMPORARY PAVEMENT MARKERS.
- CONSTRUCT ALL PERMANENT DRIVEWAY TIE-INS AND RECONSTRUCT VALLEY GUTTER.
- STRIPE ENTIRE PROJECT EXTENTS.
- REMOVE ALL TEMPORARY TRAFFIC CONTROL DEVICES.

LEGEND

- SIGN
- TYPE III BARRICADE WITH R11-2(LANE)
- WORK AREA
- FLAGGER
- TUBE CHANNELIZERS



SUGGESTED SEQUENCE OF CONSTRUCTION - PHASE 2

1. INSTALL TRAFFIC CONTROL DEVICES.
2. MILL SURFACE OF GIVEN LANE.
3. APPLY TACK COAT AND OVERLAY. PROVIDE TEMPORARY WEDGES TO MAINTAIN ACCESS AT GAS STATION, W. INDEPENDENCE ST, AND SOUTHBOUND US-177 AS NEEDED.
4. CONSTRUCT TIE-IN TO W. INDEPENDENCE ST.
5. STRIPE ENTIRE PROJECT EXTENTS.
6. REMOVE ALL TEMPORARY TRAFFIC CONTROL DEVICES.

NOTES

1. A MINIMUM OF FIVE (5) TUBE CHANNELIZERS SHALL BE PLACED THROUGH TAPER.
2. MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (FEET) SHALL BE EQUAL TO THE POSTED SPEED LIMIT (M.P.H) WITH THE FOLLOWING EXCEPTIONS: SPACING SHALL NOT EXCEED 25 FEET FOR CONES OR TUBE CHANNELIZERS. SPACING SHALL NOT EXCEED 50 FEET FOR TYPE II BARRICADES, VERTICAL PANELS, OR DRUMS.
3. CLOSURE OF SOUTHBOUND LANE SHOWN. REVERSE SIGNS AND DISTANCES FOR NORTHBOUND CLOSURE.
4. ALL LANES MUST BE OPEN TO TRAFFIC AT END OF EACH WORKING DAY.
5. PROVIDE AN ADDITIONAL FLAGGER OR AN APPROPRIATE SIGN AT THE GAS STATION ENTRANCE TO CAUTION DRIVERS THAT ONE-LANE, TWO-WAY TRAFFIC IS IN OPERATION AND TO PROCEED IN THE DIRECTION OF OBSERVED TRAVEL.
6. THE FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT CONTACT AT ALL TIMES AND SHALL BE POSITIONED TO PROTECT THE WORKERS.
7. WHEN NO WORK IS BEING PERFORMED AND TWO-LANE TRAFFIC IS OPERATING, FLAGGERS WILL NOT BE REQUIRED. WHENEVER FLAGGERS ARE NOT PRESENT THE "FLAGGER" SIGNS SHALL BE REMOVED OR COVERED.
8. FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.
9. IN INSTANCES WHERE SIGHT DISTANCE MAY BE RESTRICTED DUE TO A CREST VERTICAL CURVE, HORIZONTAL CURVE, OR OTHER FACTORS, THE CHANNELIZING DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
10. THIS PHASE IS TO BE COMPLETED BY NIGHT WORK ONLY. NIGHT WORK CAN ONLY TAKE PLACE WITHIN THE DESIGNATED HOURS. THE DESIGNATED HOURS FOR NIGHT WORK ARE 8:00PM TO 6:00AM.



LEGEND

- SIGN
- TYPE III BARRICADE W/ TYPE "A" LIGHTS
- WORK AREA
- FLAGGER
- TUBE CHANNELIZERS

Addendum transmittal from:

Deedre Adson
EST, Inc.
15 E. 5th St., Suite 1601
Tulsa, OK 74103
Office: (918) 986-7301
Fax: (918) 236-7305
Email: deedrea@estinc.com

No. of pages to follow: 22

Date: July 7, 2021

RE: ADDENDUM NO. 1 to the City of Shawnee – Industrial Access Corridor – North Leo Street / West Independence Street – Pottawatomie County, Oklahoma.

MESSAGE: Please review and adjust your bid accordingly based on the instructions in this addendum.

City of Shawnee
ADDENDUM NO. 1
to
Industrial Access Corridor
North Leo Street / West Independence Street

ADDENDA TO THE CONTRACT: Any addendum form is part of this contract. The original contract documents remain in full force and effect, except as modified by the addenda which shall take precedence over any contrary or conflicting provisions in the prior documents.

Each addendum must be acknowledged through email prior to submittal of your bid.

The following items are addressed by this addendum:

The plan sheets below have been revised as follows:

Sheet No. 0003: Mailbox Detail revised.

Sheet No. 0005: Typical Section revised.
Mailbox Detail revised.

Sheet No. 0006: Transition Detail revised.

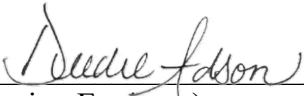
Sheet No. AR02: Revised quantity of:
407(B) 7300 TACK COAT (ADD ALTERNATE)

Sheet No. AR03: Revised SUMMARY OF SURFACING QUANTITIES and SUMMARY OF
MAILBOX TURNOUTS tables.

The BID PROPOSAL form has been revised and included here.

The **MAINTENANCE CONSENT LETTER** as well as the **CONTRACTOR ENDORSEMENT** have been added to the **BID DOCUMENTS**.

End of Addendum No. 1



(Design Engineer)

7/7/2021

Date

BID PROPOSAL

PLACE: City of Shawnee, Pottawatomie County, Oklahoma

DATE: _____

PROJECT NO.: Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor

Proposal of _____
(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of _____.

To: The City Manager, City of Shawnee, Pottawatomie County, Oklahoma

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the notice to bidder, instructions to bidders, the general conditions, special provisions, and the specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into, and the necessary bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk that he/she has visited the site of the work, has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Shawnee, within ten (10) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk of the City of Shawnee, for the following amounts of:

Total Base Bid: _____ Dollars (\$ _____)
(In words)

The Contractor hereby agrees to commence work within five (5) days following issuance of a written NOTICE-TO-PROCEED from the Engineer and to complete Project No. C-21-01 Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor within 60 calendar days.

If partnership, give name and address of each member. Signed: _____
(Contractor)

By: _____
(Agent)

Address: _____

Incorporated under the laws of _____
(State)

STATE OF _____)

CITY OF _____)

_____ lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the CITY OF SHAWNEE, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

SIGNED: _____

Subscribed and sworn to before me, a Notary Public, in and for the State of _____, County of _____ this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

BID FORM

Project No. C-21-01 Bid No. 21-2100

Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor

Base Bid

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u> <u>(NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
402(E) 2600	TRAFFIC BOUND SURFACE COURSE TYPE 'E'	TON	_____	110.00	_____
407(B) 7300	TACK COAT	GAL	_____	1,471.00	_____
411(B) 1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	_____	1,344.00	_____
411(C) 1430	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	_____	1,023.00	_____
412 3100	COLD MILLING PAVEMENT	SY	_____	1,531.00	_____
610(B) 5310	6" CONC. DRIVEWAY	SY	_____	385.00	_____
619(B) 6436	REMOVAL OF CONCRETE DITCH LINER	LF	_____	81.00	_____
619(B) 6380	REMOVAL OF CONCRETE DRIVEWAY	SF	_____	385.00	_____
619(C) 6600	SAWING PAVEMENT	LF	_____	749.00	_____
856(A) 8200	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF	_____	15,133.00	_____
856(A) 8216	TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF	_____	45.00	_____
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	_____	84.00	_____
880(B) 6310	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	_____	28.00	_____

880(B) 6320	CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	_____	252.00	_____
880(C) 6410	CONSTRUCITON BARRICADES (TYPE III)	SD	_____	32.00	_____
880(E) 6600	WARNING LIGHTS (TYPE A)	SD	_____	32.00	_____
880(G) 6800	TUBE CHANNELIZERS	SD	_____	1,080.00	_____
880(I) 7000	FLAGGER	SD	_____	98.00	_____
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	_____	1.00	_____
641 2110	MOBILIZATION	LSUM	_____	1.00	_____

Total Base Bid \$ _____

Total Base Bid in words \$ _____

Name and Address of Responsible Bidder: _____

Contact Person: _____

Telephone No: _____

Add Alternate

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u> <u>(NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
202(H)	2900 EARTHWORK	LSUM	_____	1.00	_____
307(K)	4200 STABILIZED SUBGRADE	SY	_____	7,785.00	_____
402(E)	2600 TRAFFIC BOUND SURFACE COURSE TYPE 'E'	TON	_____	171.00	_____
407(B)	7300 TACK COAT	GAL	_____	1,206.00	_____
408	8100 PRIME COAT	GAL	_____	2,730.00	_____
411(C)	1420 SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	_____	1,801.00	_____
411(D)	1520 SUPERPAVE, TYPE S5 (PG 70-28 OK)	TON	_____	901.00	_____
412	3100 COLD MILLING PAVEMENT	SY	_____	489.00	_____
629(D)	7500 REMOVE AND RESET MAILBOX	EA	_____	1.00	_____
856(A)	8200 TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF	_____	12,723.00	_____
856(A)	8216 TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF	_____	11.00	_____
880(B)	6300 CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	_____	90.00	_____
880(B)	6310 CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	_____	30.00	_____
880(B)	6320 CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	_____	270.00	_____
880(C)	6410 CONSTRUCITON BARRICADES (TYPE III)	SD	_____	30.00	_____

880(E) 6600 WARNING LIGHTS (TYPE A) SD _____ 30.00 _____

880(G) 6800 TUBE CHANNELIZERS SD _____ 1,080.00 _____

880(I) 7000 FLAGGER SD _____ 60.00 _____

642(B) 3300 CONSTRUCTION STAKING LEVEL II LSUM _____ 1.00 _____

641 2110 MOBILIZATION LSUM _____ 1.00 _____

Total Add Alternate Bid \$ _____

Total Add Alternate Bid in words \$ _____

Name and Address of Responsible Bidder: _____

Contact Person: _____

Telephone No: _____

APPLICATION – MAINTENANCE CONSENT LETTER/ CONTRACTOR RIGHT OF ENTRY

(Upon Engineering approval, please allow 30-45 days for processing)

1. Name of Applicant _____ (Contractor__ Road Authority__)
State of Incorporation _____;
2. Contact Name, Address, email, and phone number of Applicant

Email _____ Phone _____
3. If Applicant is the Contractor, list name, physical address and contact name of Road Authority

4. Project site location:
DOT# _____ Subdivision/MP _____ Street Name _____
City, County, and State _____ Lat/Long Coordinates _____
5. Time period for your project use of Railroad Company's property:
Start Date: _____ Stop Date: _____
6. Will there be any activity or equipment within 25 feet of a Railroad track in connection with this property?
() No () Yes *(If Yes, a Flagman will be required on site at your cost.)*
7. Detailed Description of Work

Mail to:

**UNION PACIFIC RAILROAD
1400 DOUGLAS STREET MS 1690
OMAHA NE 68179**

or

Email to:

REAL ESTATE PUBLIC PROJECTS MANAGER

CONTRACTOR ENDORSEMENT

GENERAL TERMS AND PROVISIONS

SECTION 1. DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

SECTION 2. ALL EXPENSES TO BE BORNE BY CONTRACTOR; SUPERVISION.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in SECTION 15. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

SECTION 3. TERM; TERMINATION.

A. These general terms and provisions shall remain in effect for the term as stated in the Contractor Endorsement. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on twenty four (24) hours written notice to the other party.

SECTION 4. INSURANCE.

A. Contractor will, upon request, provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit A** of this agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under SECTION 21 of this agreement.

B. Upon request, all insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
Attn: Public Projects Manager
1400 Douglas Street, STOP 1690
Omaha, NE 68179

SECTION 5. PRECONSTRUCTION MEETING.

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor

participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

SECTION 6. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

SECTION 7. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

SECTION 8. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

SECTION 9. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local

governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

SECTION 10. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

SECTION 11. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall

coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

SECTION 12. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

SECTION 13. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

SECTION 14. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

SECTION 15. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit B**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit B** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

SECTION 16. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

SECTION 17. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

SECTION 18. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

SECTION 19. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

SECTION 20. ASSIGNMENT.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad.

SECTION 21. SUBCONTRACTING.

Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT A

TO GENERAL TERMS AND CONDITIONS OF THE CONTRACTOR'S ENDORSEMENT

INSURANCE PROVISIONS FOR CONTRACTOR ENDORSEMENT

Contractor shall, at its sole cost and expense, procure and maintain during the course of the project and until all project Work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, upon request, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. UPON REQUEST, A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, upon request, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J.** Upon request, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

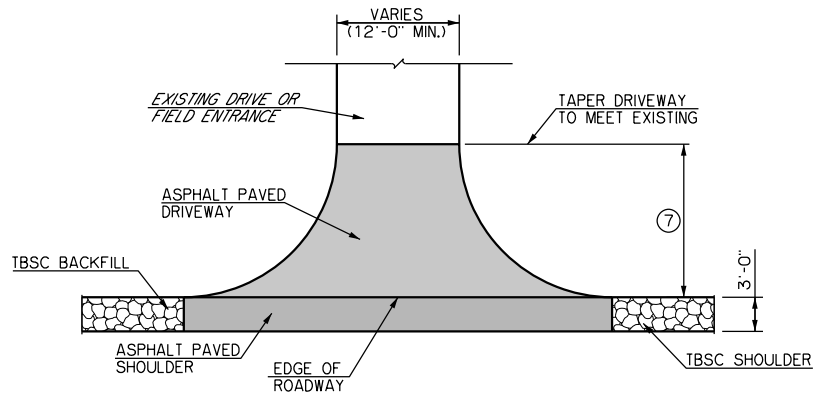
EXHIBIT B

TO
GENERAL TERMS AND CONDITIONS
OF THE
CONTRACTOR'S ENDORSEMENT

MINIMUM SAFETY REQUIREMENTS

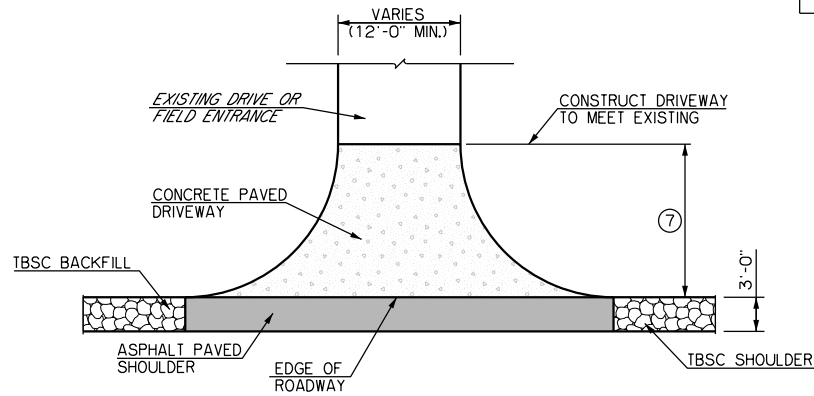
<https://www.up.com/suppliers/contractor-safety/index.htm>

REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	ASPHALT THICKNESS AND TYPE CHANGED	7/7/2021

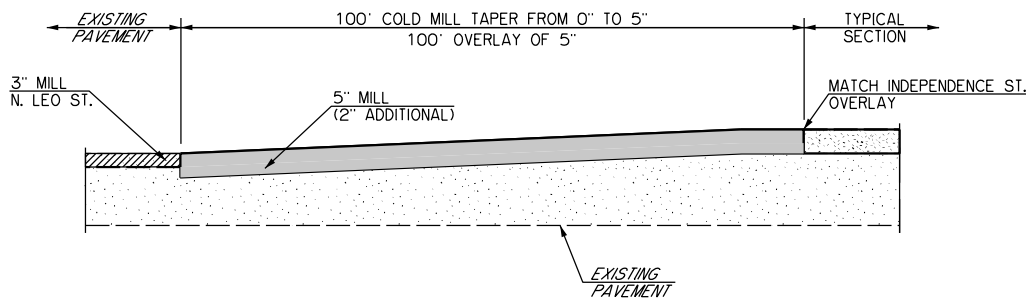


SPECIAL DRIVEWAY DETAIL
ASPHALT / TBSC

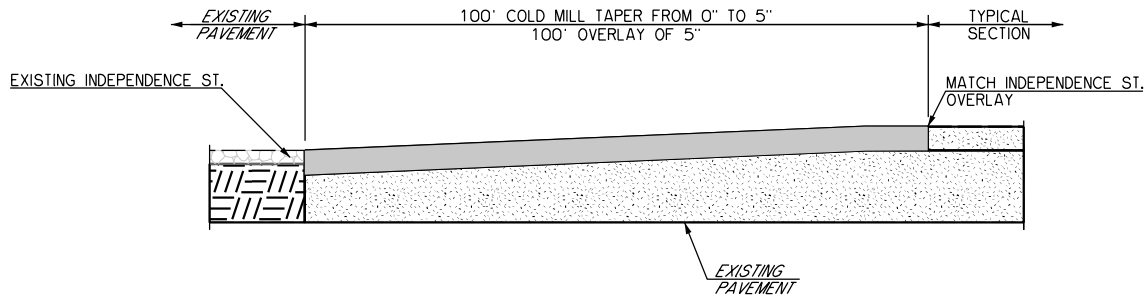
⑦ ALL DRIVES ARE TO BE CONSTRUCTED TO BACK OF RETURNING RADII.



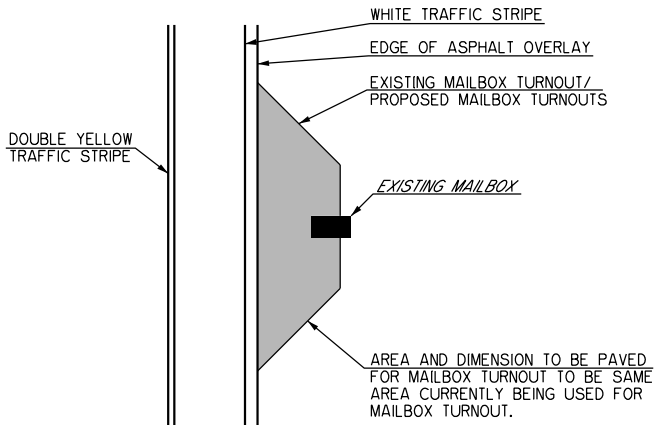
SPECIAL DRIVEWAY DETAIL
CONCRETE



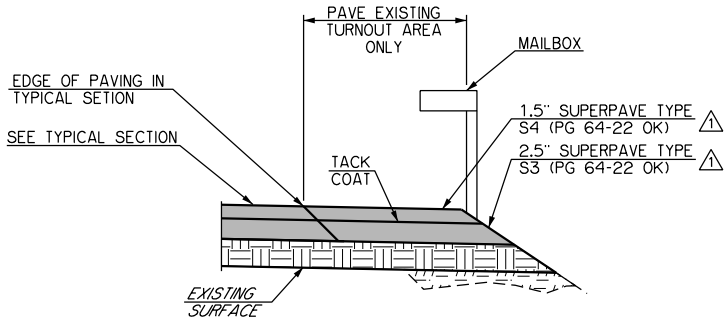
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 100+11.00 TO STA. 101+11.00



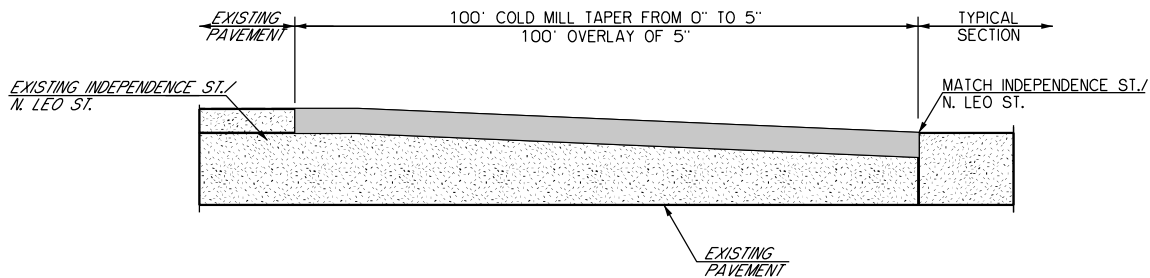
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 42+41.30 TO STA. 43+41.30



MAILBOX TURNOUT - PLAN
FOR USE AT ALL AREAS AS SHOWN IN SUMMARY TABLE



MAILBOX TURNOUT FOR PAVEMENT OVERLAY
NOTE: SEE ROADWAY PLANS FOR APPROXIMATE MAILBOX LOCATIONS.

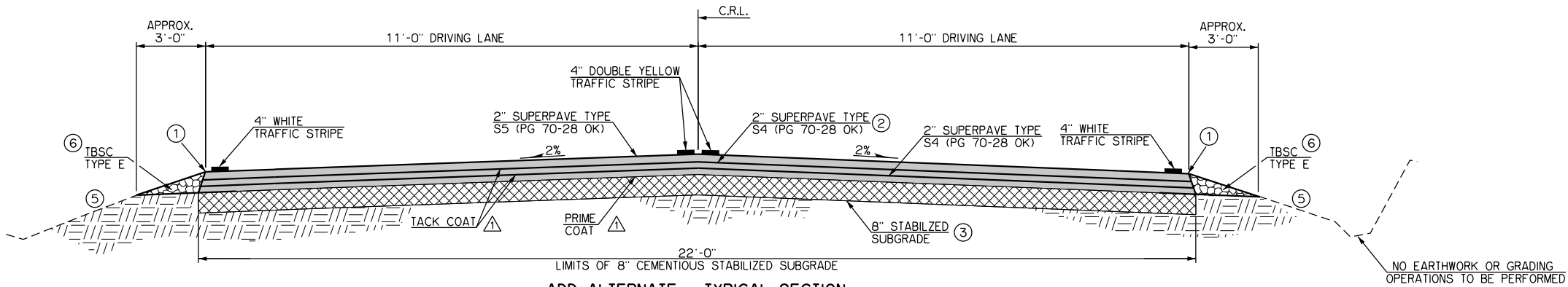


PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 75+29.00 TO STA. 76+29.00

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

**TYPICAL SECTIONS
AND DETAILS
(SHEET NO. 2 OF 3)**

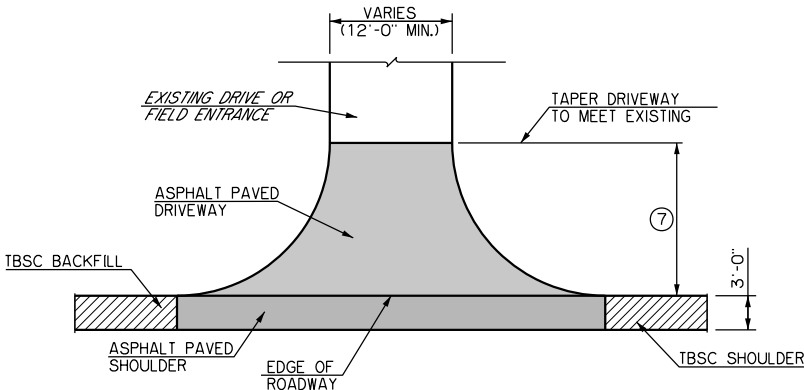
REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	PRIME COAT ADDED TACK COAT REMOVED	7/7/2021



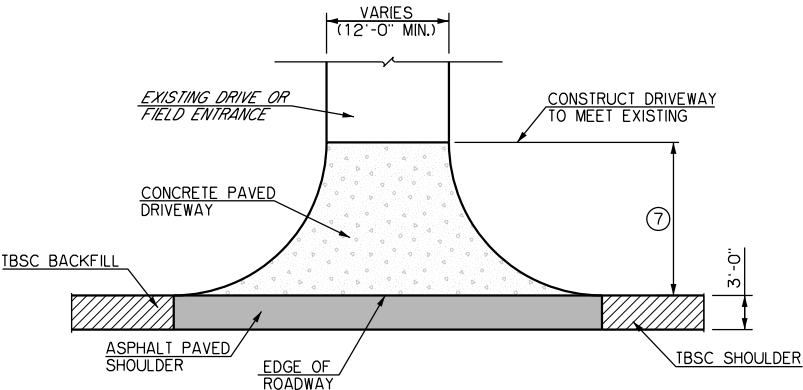
- ① CONSTRUCT ASPHALT SAFETY EDGE AS SHOWN IN SPECIAL PROVISION 411-14 ON ASPHALT SHOULDERS.
- ② THICKNESS MAY VARY NEAR CRL TO ACHIEVE 2% CROSS SLOPE.
- ③ CONTRACTOR TO CLASSIFY SOIL AND DETERMINE STABILIZATION IN ACCORDANCE WITH ODOT OHD L-50.
- ④ PRIOR TO PLACING THE OVERLAY, THE EXISTING PAVEMENT SHOULD HAVE ALL CRACKS PROPERLY SEALED AND REPAIRED. THEN A TACK COAT SHOULD BE APPLIED TO THE EXISTING PAVEMENT SURFACE.

ALL COLD MILLED SURFACES MUST BE OVERLAID WITHIN 48 HOURS OF BEING EXPOSED BY COLD MILLING OPERATIONS.
- ⑤ TIE BACKFILL SLOPE TO EXISITNG SLOPE.
- ⑥ TO BE BACKFILLED WITH TBSC TYPE E AND COMPACTED AS PART OF THE FINISHING OPERATIONS IN A MANNER APPROVED BY THE ENGINEER.
- ⑦ ALL DRIVES ARE TO BE CONSTRUCTED TO BACK OF RETURNING RADII.

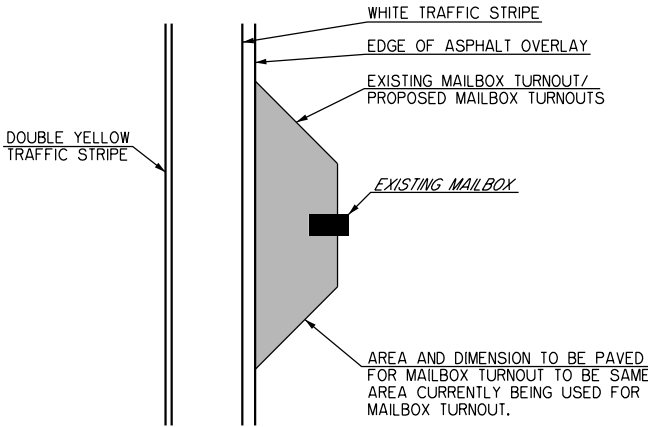
ADD ALTERNATE - TYPICAL SECTION
INDEPENDENCE ST.
STA. 10+60.66 TO STA. 42+41.30



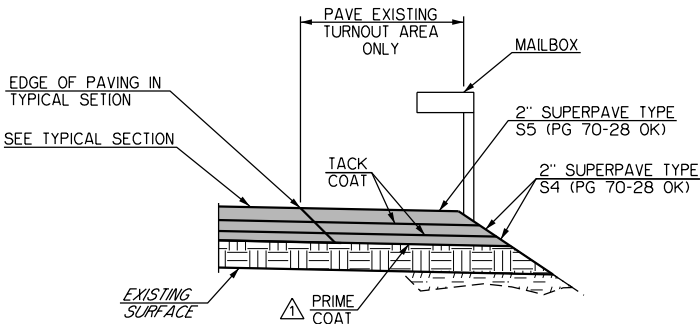
SPECIAL DRIVEWAY DETAIL
ASPHALT / TBSC



SPECIAL DRIVEWAY DETAIL
CONCRETE

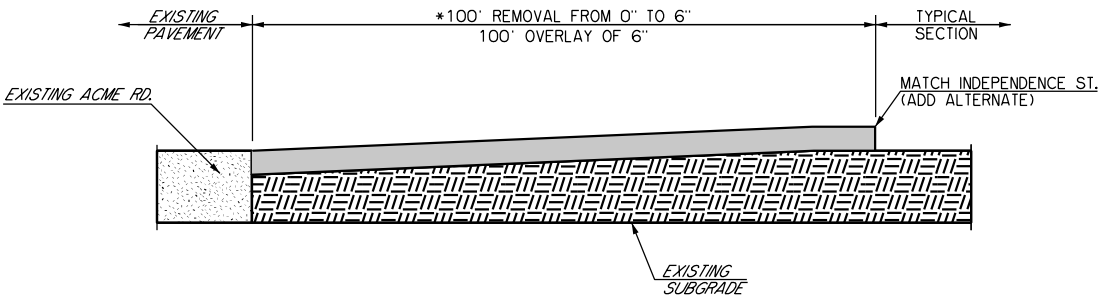


MAILBOX TURNOUT - PLAN
FOR USE AT ALL AREAS AS SHOWN IN SUMMARY TABLE



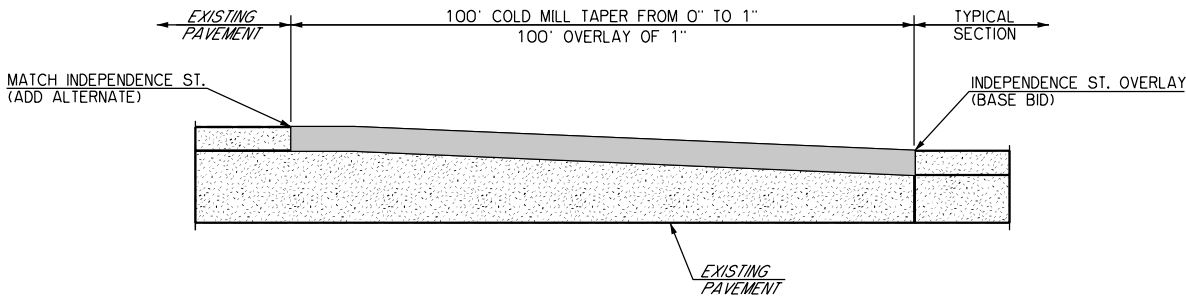
MAILBOX TURNOUT FOR ROADWAY RECONSTRUCTION
NOTE: SEE ROADWAY PLANS FOR APPROXIMATE MAILBOX LOCATIONS.

REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	STATIONING CHANGED	7/7/2021



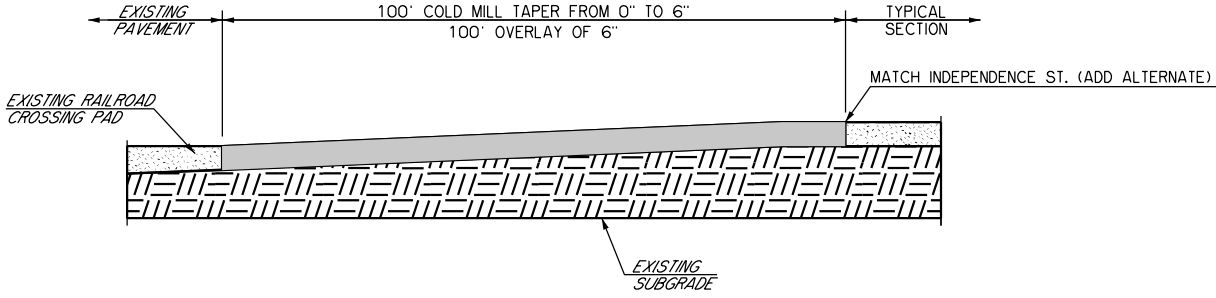
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT

△ STA. 10+60.66 TO STA. 11+60.66
*REMOVAL COST TO BE INCLUDED IN
OTHER ITEMS OF WORK.



PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT

STA. 41+41.30 TO STA 42+41.30



PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING RAILROAD CROSSING PADS

STA. 29+67.16 TO STA. 30+67.16
STA. 30+75.47 TO STA. 31+75.47

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

TYPICAL SECTIONS
AND DETAILS - ADD ALTERNATE
(SHEET NO. 2 OF 2)

REVISIONS		
REV. NO.	DESCRIPTION	DATE
	TACK COAT QUANTITY CHANGED	7/7/2021

PAY QUANTITIES - BASE BID			
0100 ROADWAY			
ITEM	DESCRIPTION	UNIT	QUANTITY
402(E) 2600	TRAFFIC BOUND SURFACE COURSE TYPE E (R-18)	TON	110.00
407(B) 7300	TACK COAT (R-24)	GAL	1,471.00
411(B) 1330	SUPERPAVE, TYPE S3 (PG 64-22 OK) (R-25)	TON	1,344.00
411(C) 1430	SUPERPAVE, TYPE S4 (PG 64-22 OK) (R-25)	TON	1,023.00
412 3100	COLD MILLING PAVEMENT (3)(4)	SY	1,531.00
610(B) 5310	6" CONC. DRIVEWAY	SY	385.00
619(B) 6436	REMOVAL OF CONCRETE DITCH LINER	LF	81.00
619(B) 6380	REMOVAL OF CONCRETE DRIVEWAY	SY	385.00
619(C) 6600	SAWING PAVEMENT (3)	LF	749.00
0300 TRAFFIC CONTROL			
ITEM	DESCRIPTION	UNIT	QUANTITY
856(A) 8200	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE) (TS-24)	LF	15,133.00
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE) WHITE (TS-28)	LF	45.00
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF (TC-23, 26, 28, 33, 84)	SD	84.00
880(B) 6310	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF (TC-23, 26, 29, 33, 84)	SD	28.00
880(B) 6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF (TC-23, 26, 30, 33, 84)	SD	252.00
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III) (TC-26, 33, 84)	SD	32.00
880(E) 6600	WARNING LIGHTS (TYPE A) (TC-26, 33, 84)	SD	32.00
880(G) 6800	TUBE CHANNELIZERS (TC-26, 33, 61, 84)	SD	1,080.00
880(I) 7000	FLAGGER (TC-58)	SD	98.00
0600 STAKING			
ITEM	DESCRIPTION	UNIT	QUANTITY
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.00
0640 CONSTRUCTION			
ITEM	DESCRIPTION	UNIT	QUANTITY
641 2110	MOBILIZATION	LSUM	1.00

PAY QUANTITIES - ADD ALTERNATE			
0100 ROADWAY			
ITEM	DESCRIPTION	UNIT	QUANTITY
202(H) 2900	EARTHWORK (1)	LSUM	1.00
307(K) 4200	STABILIZED SUBGRADE	SY	7,785.00
402(E) 2600	TRAFFIC BOUND SURFACE COURSE TYPE E (R-18)	TON	171.00
407(B) 7300	TACK COAT (R-24)	GAL	1,206.00
408 8100	PRIME COAT (R-21)	GAL	2,730.00
411(C) 1420	SUPERPAVE, TYPE S4 (PG 70-28 OK) (2)(R-25)	TON	1,801.00
411(D) 1520	SUPERPAVE, TYPE S5 (PG 70-28 OK) (2)(R-25)	TON	901.00
412 3100	COLD MILLING PAVEMENT	SY	489.00
629(D) 7500	REMOVE AND RESET MAILBOX (G-26)	EA	1.00
0300 TRAFFIC CONTROL			
ITEM	DESCRIPTION	UNIT	QUANTITY
856(A) 8200	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE) (TS-24)	LF	12,723.00
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE) WHITE (TS-28)	LF	11.00
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF (TC-23, 26, 28, 33, 84)	SD	90.00
880(B) 6310	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF (TC-23, 26, 29, 33, 84)	SD	30.00
880(B) 6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF (TC-23, 26, 30, 33, 84)	SD	270.00
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III) (TC-26, 33, 84)	SD	30.00
880(E) 6600	WARNING LIGHTS (TYPE A) (TC-26, 33, 84)	SD	30.00
880(G) 6800	TUBE CHANNELIZERS (TC-26, 33, 61, 84)	SD	1,080.00
880(I) 7000	FLAGGER (TC-58)	SD	60.00
0600 STAKING			
ITEM	DESCRIPTION	UNIT	QUANTITY
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.00
0640 CONSTRUCTION			
ITEM	DESCRIPTION	UNIT	QUANTITY
641 2110	MOBILIZATION	LSUM	1.00

PAY QUANTITY NOTES - ROADWAY & TRAFFIC

- (G-26) THE CONTRACTOR SHALL REMOVE AND RESET MAILBOXES AS NECESSARY. MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. ANY DAMAGE TO BOXES OR SUPPORTS SHALL BE REPAIRED BY THE CONTRACTOR. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (R-18) ESTIMATED AT 170 LBS. PER CU. FT.
- (R-21) PRIME COAT SHALL BE APPLIED AT AN ESTIMATED RATE OF 0.35 GAL. PER SQ. YD. WHEN APPLIED TO SUBGRADE, AND 0.25 GAL. PER SQ. YD. WHEN APPLIED TO AGGREGATE BASE. THE ACTUAL CUTBACK PRIME COAT REQUIRED FOR PLACEMENT OPERATIONS WILL BE DETERMINED BY THE CONTRACTOR, AND SHALL CONSIDER THE RESIDUE FROM DISTILLATION PERCENTAGE SHOWN IN SECTION 708.03 OF THE STANDARD SPECIFICATIONS.
- (R-24) ESTIMATED AT 0.075 GALLONS PER SQUARE YARD OF ORIGINAL EMULSION OF TACK COAT (BEFORE DILUTION FOR APPLICATION) IN ACCORDANCE WITH SECTION 407 OF THE STANDARD SPECIFICATIONS.
- (R-25) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.
- (TC-23) QUANTITY SHOWN FOR THIS ITEM INCLUDES THOSE SIGNS WHICH COMPRISE THE ROUTE MARKER ASSEMBLIES USED TO INDICATE THE DETOUR ROUTE.
- (TC-26) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE ODOT STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLETION OF THE PROJECT.
- ALL SIGNS AND BARRICADES WHICH ARE SHOWN WITH TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.
- (TC-28) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 0.00 S.F. AND 6.25 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.
- (TC-29) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 6.26 S.F. AND 15.99 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.
- (TC-30) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 16.00 S.F. AND 32.99 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.
- (TC-33) ALL CONSTRUCTION WORK ZONE SIGNS SHALL HAVE FLUORESCENT SHEETING. THE FLUORESCENT SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST REVISION).
- THE MANUFACTURER SHALL FURNISH A TYPE 'D' CERTIFICATION ASTM IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS (CURRENT EDITION) SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON MATERIAL SUBMITTED FOR APPROVAL.

PAY QUANTITY NOTES - ROADWAY & TRAFFIC (CONTINUED)

- (TC-58) BASE BID
INCLUDED IN THIS ITEM IS THE COST OF PROVIDING THREE (3) FLAGGERS FOR WORK AT THE KICKAPOO SPUR AND N. LEO STREET INTERSECTION, SEVEN (7) FLAGGERS FOR WORK AT THE US-177 AND N. LEO STREET INTERSECTION, AND TWO (2) FLAGGERS FOR ALL OTHER WORK.
- ADD ALTERNATE
INCLUDED IN THIS ITEM IS THE COST OF PROVIDING TWO (2) FLAGGERS.
- DURING NON-DAYLIGHT HOURS THE FLAGGER STATIONS SHALL BE ADEQUATELY LIGHTED TO PROVIDE A SAFE WORK AREA FOR FLAGGERS. COST OF THIS LIGHTING WILL BE INCLUDED IN THE PRICE BID FOR FLAGGER.
- (TC-61) ANY DAMAGE TO A FINISHED OR EXISTING SURFACE RESULTING FROM THE CONTRACTOR'S NEGLIGENCE IN THE REMOVAL OF CONSTRUCTION ZONE PAVEMENT MARKERS OR CHANNELIZING DEVICES AND THE BITUMINOUS ADHESIVE USED IN THEIR INSTALLATION, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.
- (TC-84) 30 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS FOR THE BASE BID, AND 30 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS FOR THE ADD ALTERNATE. THE AMOUNT OF CALENDAR DAYS USED TO COMPUTE THE SIGN DAY PAY ITEMS IS AN ESTIMATED QUANTITY ONLY, BASED ON THE CURRENT ODOT STANDARDS AND SUGGESTED CONSTRUCTION SEQUENCE FOR THIS PROJECT. THESE ESTIMATED SIGN DAY QUANTITIES MAY CHANGE AS THE PROJECT'S CONSTRUCTION TRAFFIC CONTROL IS MODIFIED DURING CONSTRUCTION.
- (TS-24) BASE BID
QUANTITY SHOWN INCLUDES 7,566.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 7,566.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4") WIDE TRAFFIC STRIPE.
- ADD ALTERNATE
QUANTITY SHOWN INCLUDES 6,361.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 6,361.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4") WIDE TRAFFIC STRIPE.
- (TS-28) BASE BID
QUANTITY SHOWN INCLUDES 45 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.
- ADD ALTERNATE
QUANTITY SHOWN INCLUDES 11 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.
- (1) INCLUDES ANY GRADING AND/OR EARTHWORK REQUIRED TO GET THE ROADWAY READY FOR PAVING OPERATIONS. DOES NOT INCLUDE DITCH GRADING. ALSO INCLUDES ANY EXCAVATION NEEDED TO MAKE TRANSITION FROM INDEPENDENCE ST. TO ACME RD.
- (2) AT RAILROAD CROSSING, THERE WILL BE NO CHANGE TO THE EXISITNG CROSSING FOOTPRINT OR PROFILE. PAVING WILL GO TO EDGE OF CROSSING PADS. CONTRACTOR WILL CONTACT UNION PACIFIC RAILROAD AT LEAST TWO (2) WEEKS PRIOR TO STARTING WORK ON RIGHT-OF-WAY.
- (3) ANY SAW CUTTING IN AREAS OF COLD MILLING SHALL BE INCLUDED IN THE COST OF COLD MILLING PAVEMENT.
- (4) MILLINGS FROM N. LEO ST. ARE TO BE USED FOR SHOULDER ON N. LEO ST. ANY EXTRA MILLINGS ARE TO BECOME PROPERTY OF THE CONTRACTOR.

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY OF PAY QUANTITIES
(ROADWAY & TRAFFIC)

REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	TACK COAT AND SUPERPAVE TYPE S4 QUANTITIES CHANGED	7/7/2021

SUMMARY OF SURFACING QUANTITIES									
SHEET NO.	STATION TO STATION	307 (K) STABILIZED SUBGRADE	402(E) T.B.S.C. TYPE E	407(B) TACK COAT	408 PRIME COAT	411(D) SUPERPAVE, TYPE S5 (PG 64-22 OK)	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	412 COLD MILLING PAVEMENT
		SY	TON	GAL.	GAL.	TON	TON	TON	S.Y.
ADD ALTERNATE									
R001	10+60.66 TO 35+00.00	5974.58	129.84	896.19	2091.10	669.18	1,338.37		244.44
R002	35+00.00 TO 42+41.30	1809.70	41.04	271.45	633.39	202.69	405.39		244.44
TOTALS FOR ADD ALTERNATE		7784.28	170.88	1,167.64	2724.50	871.88	1743.76		488.89
BASE BID									
R002	42+41.30 TO 58+00.00		44.05	571.88			320.27	533.78	
R003	58+00.00 TO 76+29.00		65.50	672.94			376.86	628.10	244.44
R004	100+11.00 TO 104+06.44		0.00	96.47			216.10		1,286.23
R004	TOTALS FOR BASE BID		109.55	1,341.29			913.23	1,161.88	1,530.68

SUMMARY OF REMOVALS				
SHEET NO.	STATION	619(B) REMOVAL OF CONCRETE DRIVEWAY	619(B) REMOVAL OF CONCRETE DITCH LINER	619(C) SAWING PAVEMENT
		S.Y.	L.F.	L.F.
BASE BID				
R002	42+88.82			45.00
R002	44+18.37			20.00
R002	47+35.08			35.00
R002	48+41.74	52.40		80.00
R002	50+67.40			25.00
R002	53+02.85	146.31	80.08	297.76
R002	53+30.03	185.77		245.93
	TOTALS FOR BASE BID	384.48	80.08	748.69

SUMMARY OF MAILBOX TURNOUTS							
SHEET NO.	STATION	407(B) TACK COAT	408 PRIME COAT	411(D) SUPERPAVE, TYPE S5 (PG 64-22 OK)	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	629(D) REMOVE AND RESET MAILBOX
		GAL.	GAL.	TON	TON	TON	EACH
ADD ALTERNATE							
R001	16+22.85	1.04	2.43	0.78	1.55		
R001	20+58.25	0.79	1.83	0.59	1.17		1.00
R001	28+51.65	0.22	0.50	0.16	0.32		
TOTALS FOR ADD ALTERNATE		2.04	4.77	1.53	3.05		1.00
BASE BID							
R003	72+14.10	0.68			0.76	1.27	
TOTALS FOR BASE BID		0.68			0.76	1.27	

SUMMARY OF DRIVES & SIDE ROADS											
SHEET NO.	STATION	SIDE	TYPE	WIDTH	LENGTH	RADIUS	411(D) SUPERPAVE, TYPE S5 (PG 64-22 OK)	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	407(B) TACK COAT	610(B) 6" CONC. DRIVEWAY
				FT.	FT.	FT.	TON	TON	TON	GAL.	S.Y.
ADD ALTERNATE											
RO01	16+10.85	RT.	RESIDENTIAL DRIVE	15	15	15	5.68	11.36		7.61	
RO01	20+95.55	RT.	RESIDENTIAL DRIVE	12	15	15	5.15	10.30		6.90	
RO01	28+38.25	RT.	RESIDENTIAL DRIVE	15	15	15	5.61	11.21		7.51	
RO01	30+34.53	RT.	FIELD ENTRANCE	40	15	15	4.88	9.75		6.53	
RO01	31+41.91	LT.	FIELD ENTRANCE	23	15	15	5.68	11.36		7.61	
TOTALS FOR ADD ALTERNATE							27.00	53.99		36.15	
BASE BID											
RO02	42+88.82	RT.	COMMERCIAL DRIVE	69	24	24		14.99	24.99	26.77	
RO02	44+18.37	RT.	COMMERCIAL DRIVE	39	24	24		8.69	14.49	15.52	
RO02	44+24.25	LT.	COMMERCIAL DRIVE	56	24	24		13.73	22.89	12.26	
RO02	47+35.08	RT.	COMMERCIAL DRIVE	55	24	24		12.47	20.79	22.27	
RO02	47+65.92	LT.	COMMERCIAL DRIVE	47	24	24		9.95	16.59	8.89	
RO02	48+41.74	LT.	RESIDENTIAL DRIVE	33	15	15		2.05	2.57	1.38	52.40
RO02	50+67.40	RT.	COMMERCIAL DRIVE	44	24	24		9.95	16.59	8.89	
RO02	53+02.83	LT.	COMMERCIAL DRIVE	107	14	N/A					146.31
RO02	53+30.03	RT.	COMMERCIAL DRIVE	117	18	N/A					185.77
RO03	59+81.43	RT.	FIELD ENTRANCE	25	15	15		3.89	6.48	3.47	
RO03	65+64.99	RT.	COMMERCIAL DRIVE	76	40	40		27.86	46.44	24.88	
RO03	71+91.42	RT.	RESIDENTIAL DRIVE	28	15	15		5.10	8.50	4.55	
TOTALS FOR BASE BID								180.31	180.31	128.87	384.48

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY SHEET (ROADWAY)

Addendum transmittal from:

Deedre Adson
EST, Inc.
15 E. 5th St., Suite 1601
Tulsa, OK 74103
Office: (918) 986-7301
Fax: (918) 236-7305
Email: deedrea@estinc.com

No. of pages to follow: 16

Date: July 13, 2021

RE: ADDENDUM NO. 1 to the City of Shawnee – Industrial Access Corridor – North Leo Street / West Independence Street – Pottawatomie County, Oklahoma.

MESSAGE: Please review and adjust your bid accordingly based on the instructions in this addendum.

City of Shawnee
ADDENDUM NO. 2
to
Industrial Access Corridor
North Leo Street / West Independence Street

ADDENDA TO THE CONTRACT: Any addendum form is part of this contract. The original contract documents remain in full force and effect, except as modified by the addenda which shall take precedence over any contrary or conflicting provisions in the prior documents.

Each addendum must be acknowledged through email prior to submittal of your bid.

The following items are addressed by this addendum:

The plan sheets below have been revised as follows:

- Sheet No. 0003: Special Driveway (TBSC) Detail Added.
- Sheet No. 0004: Concrete Class Changed.
- Sheet No. 0005: Special Driveway (TBSC) Detail Added.
Asphalt Type Changed.
Stabilized Subgrade Removed.
Prime Coat Removed.
- Sheet No. 0006: Railroad Crossing Transition Detail Revised.
- Sheet No. AR02: Prime Coat Removed.
Note 1 Revised.
Note 2 Revised.
Revised quantity of:

BASE BID:

- 407(B) 7300 TACK COAT
411(B) 1330 SUPERPAVE, TYPE S3 (PG 64-22 OK)
411(C) 1430 SUPERPAVE, TYPE S4 (PG 64-22 OK)
610(B) 5310 6" CONC. DRIVEWAY
619(B) 6380 REMOVAL OF CONCRETE DRIVEWAY

ADD ALTERNATE:

- 402(E) 2600 TRAFFIC BOUND SURFACE COURSE TYPE E
407(B) 7300 TACK COAT
411(B) 1330 SUPERPAVE, TYPE S3 (PG 64-22 OK)
411(C) 1430 SUPERPAVE, TYPE S4 (PG 64-22 OK)

880(B) 6310 CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF
880(B) 6320 CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF
880(B) 6330 CONSTRUCTION SIGNS 33.0 SF & OVER
880(C) 6410 CONSTRUCTION BARRICADES (TYPE III)
880(E) 6600 WARNING LIGHTS (TYPE A)

Sheet No. AR03: Revised SUMMARY OF SURFACING QUANTITIES, SUMMARY OF REMOVALS, SUMMARY OF MAILBOX TURNOUTS, and SUMMARY OF DRIVES & SIDE ROADS tables.

Sheet No. AR04: Revised SUMMARY OF TRAFFIC CONTROL – (ADD ALTERNATE) table.

Sheet No. T001: Traffic Control Plan Revised.

The BID PROPOSAL form has been revised and included here.

End of Addendum No. 2



(Design Engineer)

7/16/2021

Date

BID PROPOSAL

PLACE: City of Shawnee, Pottawatomie County, Oklahoma

DATE: _____

PROJECT NO.: Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor

Proposal of _____
(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of _____.

To: The City Manager, City of Shawnee, Pottawatomie County, Oklahoma

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the notice to bidder, instructions to bidders, the general conditions, special provisions, and the specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into, and the necessary bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk that he/she has visited the site of the work, has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Shawnee, within ten (10) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk of the City of Shawnee, for the following amounts of:

Total Base Bid: _____ Dollars (\$ _____)
(In words)

The Contractor hereby agrees to commence work within five (5) days following issuance of a written NOTICE-TO-PROCEED from the Engineer and to complete Project No. C-21-01 Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor within 60 calendar days.

If partnership, give name Signed: _____
and address of each member. (Contractor)

By: _____
(Agent)

Address: _____

Incorporated under the laws of _____
(State)

STATE OF _____)

CITY OF _____)

_____ lawful age, being first duly sworn, upon his oath deposes and says:
That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the CITY OF SHAWNEE, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

SIGNED: _____

Subscribed and sworn to before me, a Notary Public, in and for the State of _____, County of _____ this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

BID FORM

Project No. C-21-01 Bid No. 21-2100

Resurface of W. Independence Street and N. Leo Street – Industrial Access Corridor

Base Bid

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE (NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
402(E) 2600	TRAFFIC BOUND SURFACE COURSE TYPE 'E'	TON	_____	265.00	_____
407(B) 7300	TACK COAT	GAL	_____	1,388.00	_____
411(B) 1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	_____	1,249.00	_____
411(C) 1430	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	_____	966.00	_____
412 3100	COLD MILLING PAVEMENT	SY	_____	1,531.00	_____
610(B) 5310	6" CONC. DRIVEWAY	SY	_____	532.00	_____
619(B) 6436	REMOVAL OF CONCRETE DITCH LINER	LF	_____	81.00	_____
619(B) 6380	REMOVAL OF CONCRETE DRIVEWAY	SF	_____	532.00	_____
619(C) 6600	SAWING PAVEMENT	LF	_____	749.00	_____
856(A) 8200	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF	_____	15,133.00	_____
856(A) 8216	TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF	_____	45.00	_____
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	_____	84.00	_____
880(B) 6310	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	_____	28.00	_____

880(B) 6320	CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	_____	252.00	_____
880(C) 6410	CONSTRUCITON BARRICADES (TYPE III)	SD	_____	32.00	_____
880(E) 6600	WARNING LIGHTS (TYPE A)	SD	_____	32.00	_____
880(G) 6800	TUBE CHANNELIZERS	SD	_____	1,080.00	_____
880(I) 7000	FLAGGER	SD	_____	98.00	_____
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	_____	1.00	_____
641 2110	MOBILIZATION	LSUM	_____	1.00	_____

Total Base Bid \$ _____

Total Base Bid in words \$ _____

Name and Address of Responsible Bidder: _____

Contact Person: _____

Telephone No: _____

Add Alternate

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u> <u>(NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
202(H)	2900 EARTHWORK	LSUM	_____	1.00	_____
402(E)	2600 TRAFFIC BOUND SURFACE COURSE TYPE 'E'	TON	_____	213.00	_____
407(B)	7300 TACK COAT	GAL	_____	1,180.00	_____
411(B)	1330 SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	_____	1,775.00	_____
411(C)	1430 SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	_____	888.00	_____
412	3100 COLD MILLING PAVEMENT	SY	_____	489.00	_____
629(D)	7500 REMOVE AND RESET MAILBOX	EA	_____	1.00	_____
856(A)	8200 TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF	_____	12,723.00	_____
856(A)	8216 TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF	_____	11.00	_____
880(B)	6310 CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	_____	60.00	_____
880(B)	6320 CONSTRUCTION SIGNS 16.0 TO 32.99 SF	SD	_____	30.00	_____
880(B)	6330 CONSTRUCTION SIGNS 33.0 SF & OVER	SD	_____	150.00	_____
880(C)	6410 CONSTRUCITON BARRICADES (TYPE III)	SD	_____	180.00	_____
880(E)	6600 WARNING LIGHTS (TYPE A)	SD	_____	180.00	_____
642(B)	3300 CONSTRUCTION STAKING LEVEL II	LSUM	_____	1.00	_____

641 2110 MOBILIZATION

LSUM _____ 1.00 _____

Total Add Alternate Bid \$ _____

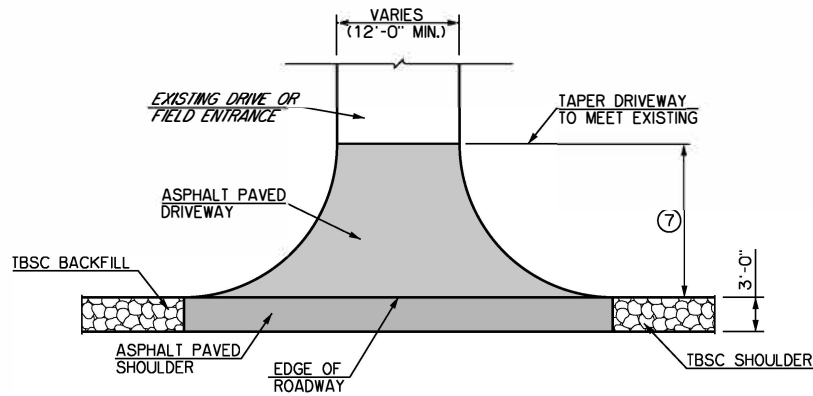
Total Add Alternate Bid in words \$ _____

Name and Address of Responsible Bidder: _____

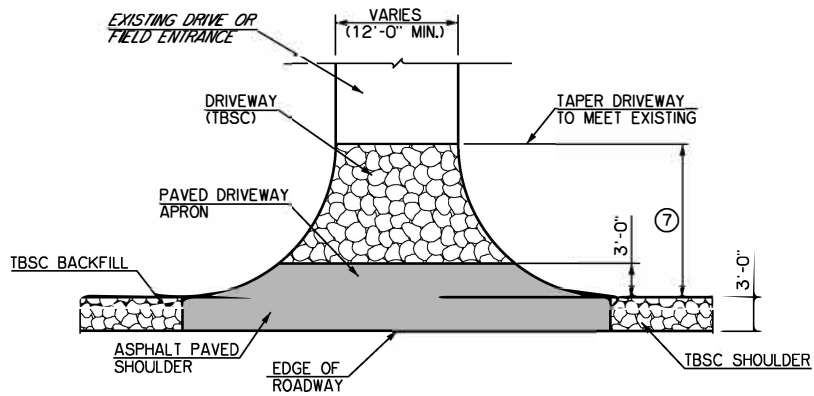
Contact Person: _____

Telephone No: _____

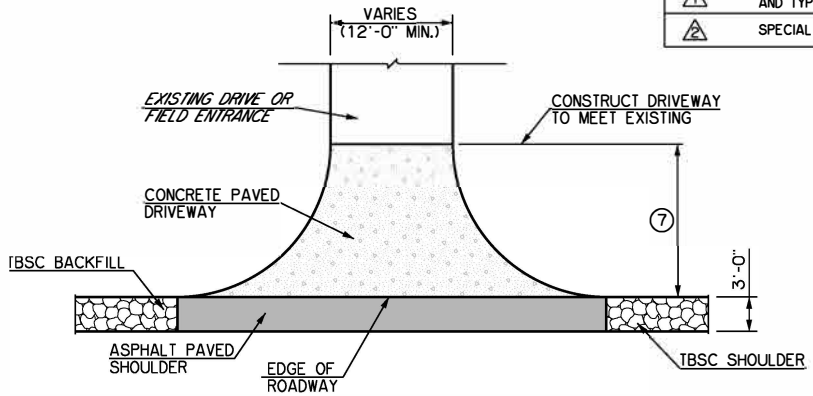
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	ASPHALT THICKNESS AND TYPE CHANGED	7/7/2021
2	SPECIAL DRIVEWAY (TBSC) ADDED	7/12/2021



SPECIAL DRIVEWAY DETAIL
ASPHALT

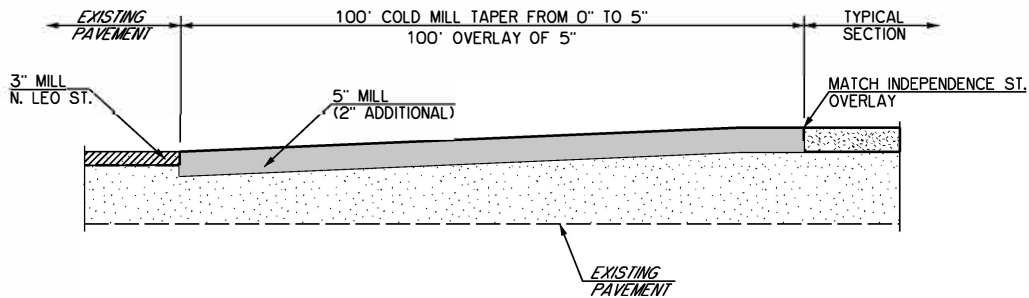


SPECIAL DRIVEWAY DETAIL
TBSC

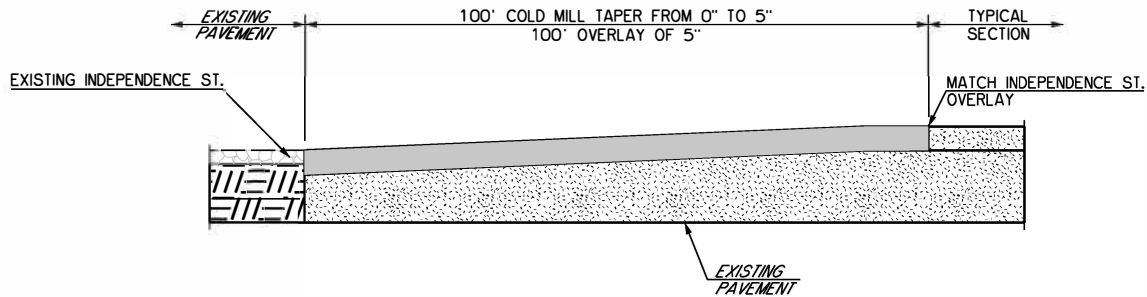


SPECIAL DRIVEWAY DETAIL
CONCRETE

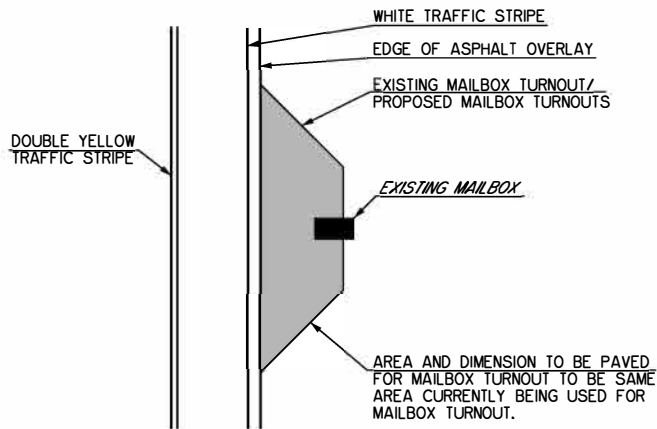
7 ALL DRIVES ARE TO BE CONSTRUCTED TO BACK OF RETURNING RADII.



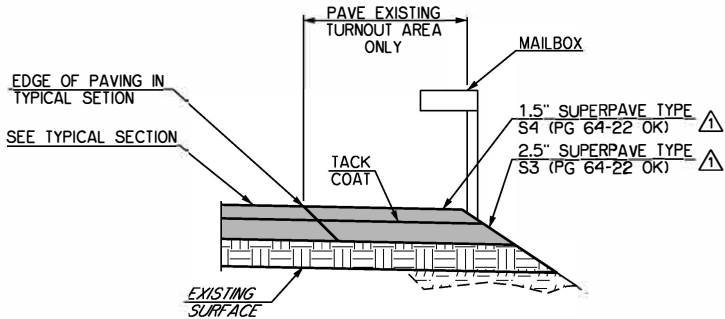
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 100+11.00 TO STA. 101+11.00



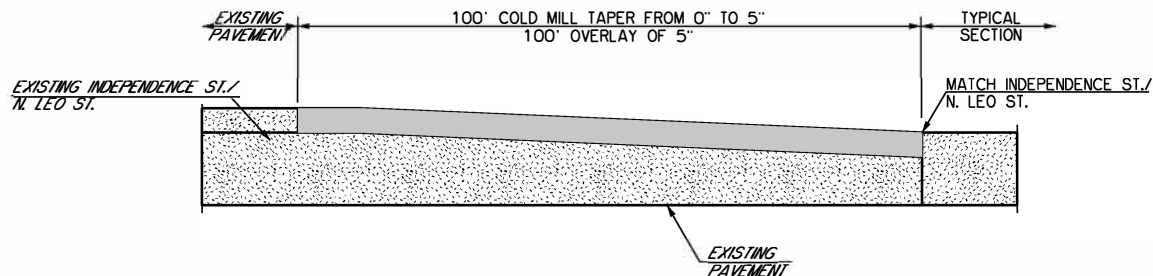
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 42+41.30 TO STA 43+41.30



MAILBOX TURNOUT - PLAN
FOR USE AT ALL AREAS AS SHOWN IN SUMMARY TABLE



MAILBOX TURNOUT FOR PAVEMENT OVERLAY
NOTE: SEE ROADWAY PLANS FOR APPROXIMATE MAILBOX LOCATIONS.

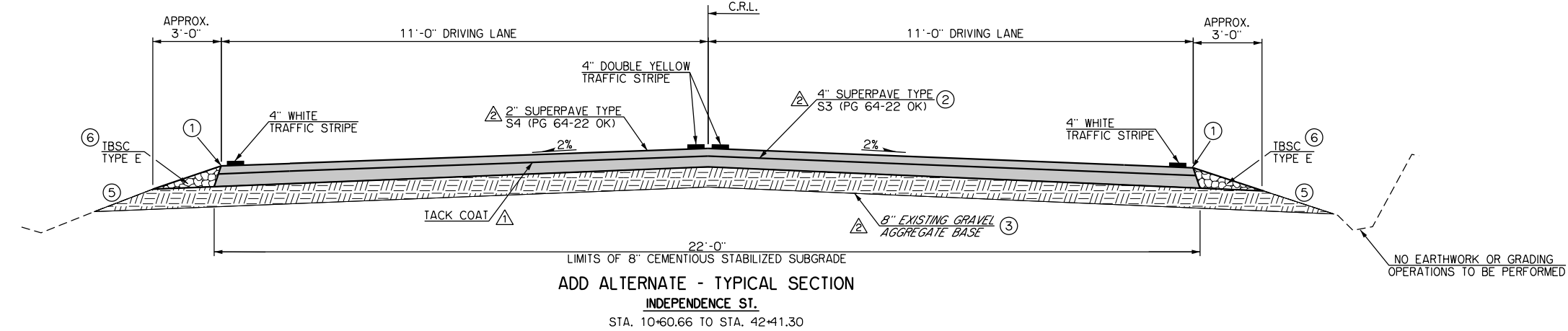


PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT
STA. 75+29.00 TO STA. 76+29.00

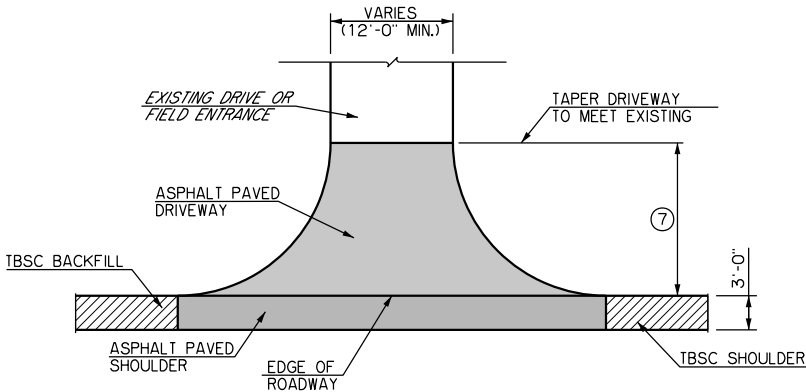
N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

TYPICAL SECTIONS
AND DETAILS
(SHEET NO. 2 OF 3)

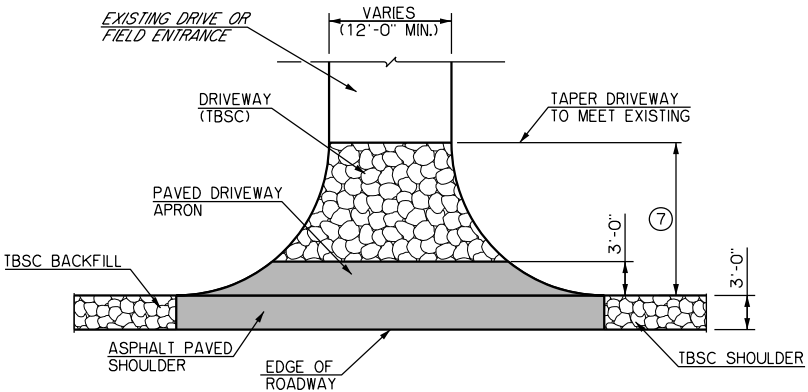
REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	PRIME COAT ADDED TACK COAT REMOVED	7/7/2021
△	SPECIAL DRIVEWAY (TBSC) ADDED ASPHALT TYPE CHANGED STABILIZED SUBGRADE REMOVED PRIME COAT REMOVED	7/12/2021



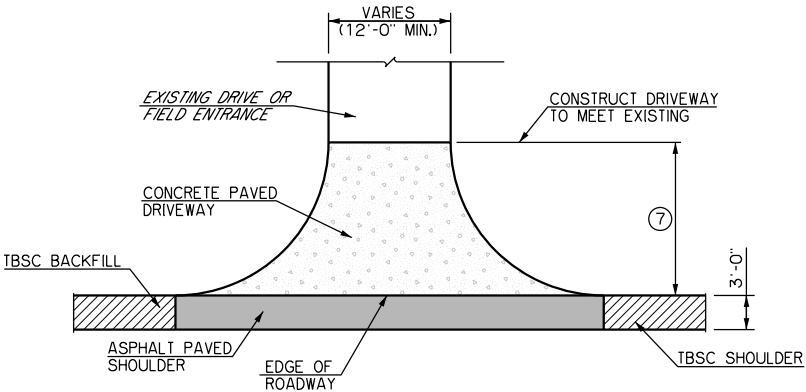
- ① CONSTRUCT ASPHALT SAFETY EDGE AS SHOWN IN SPECIAL PROVISION 411-14 ON ASPHALT SHOULDERS.
- ② THICKNESS MAY VARY NEAR CRL TO ACHIEVE 2% CROSS SLOPE.
- △ ③ CONTRACTOR TO ENSURE THAT THE EXISTING BASE IS COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR AND THE MOISTURE CONTENT IS WITHIN +/- 2% OF OPTIMUM PRIOR TO LAYING BOTTOM LIFT OF ASPHALT. POTTAWATOMIE COUNTY WILL CONFIRM THE GRADE IS ACCEPTABLE PRIOR TO LAYING ASPHALT.
- ④ PRIOR TO PLACING THE OVERLAY, THE EXISTING PAVEMENT SHOULD HAVE ALL CRACKS PROPERLY SEALED AND REPAIRED. THEN A TACK COAT SHOULD BE APPLIED TO THE EXISTING PAVEMENT SURFACE.
ALL COLD MILLED SURFACES MUST BE OVERLAID WITHIN 48 HOURS OF BEING EXPOSED BY COLD MILLING OPERATIONS.
- ⑤ TIE BACKFILL SLOPE TO EXISITING SLOPE.
- ⑥ TO BE BACKFILLED WITH TBSC TYPE E AND COMPACTED AS PART OF THE FINISHING OPERATIONS IN A MANNER APPROVED BY THE ENGINEER.
- ⑦ ALL DRIVES ARE TO BE CONSTRUCTED TO BACK OF RETURNING RADII.



SPECIAL DRIVEWAY DETAIL
ASPHALT △

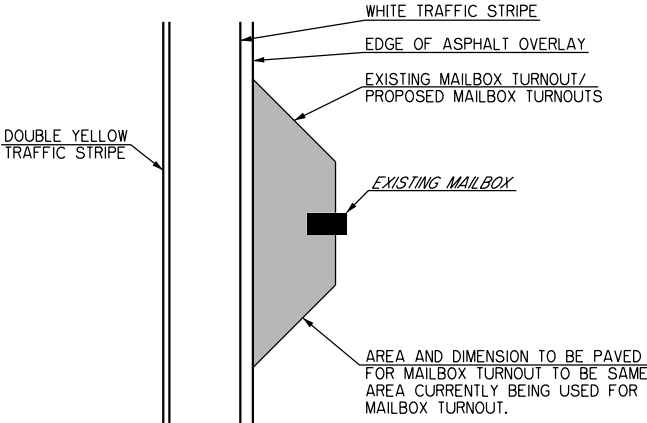


SPECIAL DRIVEWAY DETAIL
TBSC △

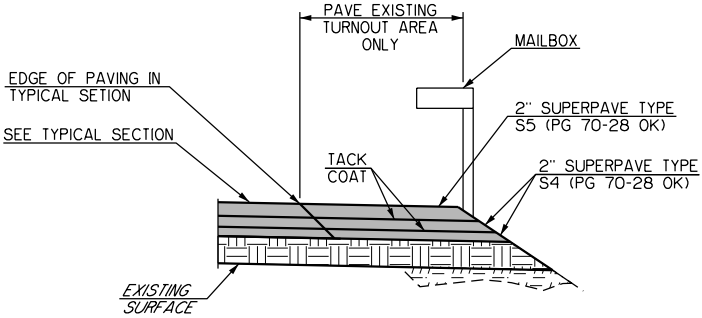


SPECIAL DRIVEWAY DETAIL
CONCRETE

- ⑦ ALL DRIVES ARE TO BE CONSTRUCTED TO BACK OF RETURNING RADII.

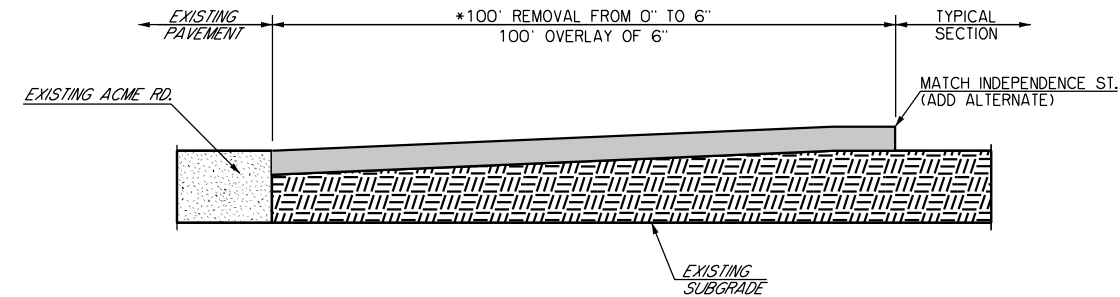


MAILBOX TURNOUT - PLAN
FOR USE AT ALL AREAS AS SHOWN IN SUMMARY TABLE



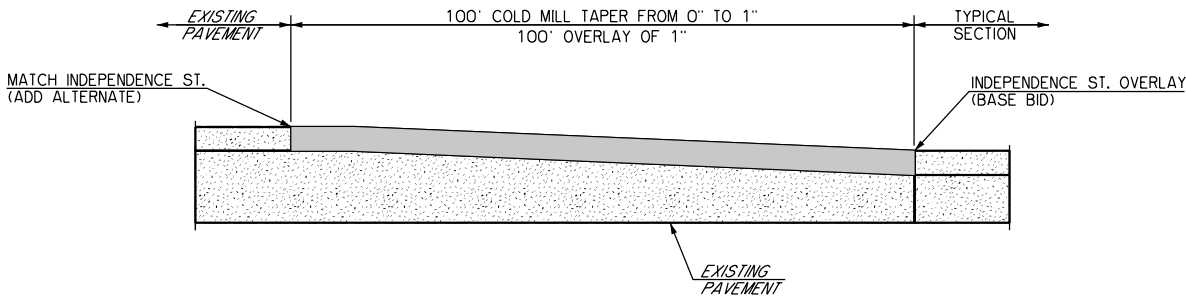
MAILBOX TURNOUT FOR ROADWAY RECONSTRUCTION
NOTE: SEE ROADWAY PLANS FOR APPROXIMATE MAILBOX LOCATIONS.

REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	STATIONING CHANGED	7/7/2021
△	RAILROAD CROSSING TRANSITION DETAIL REVISED	7/12/2021



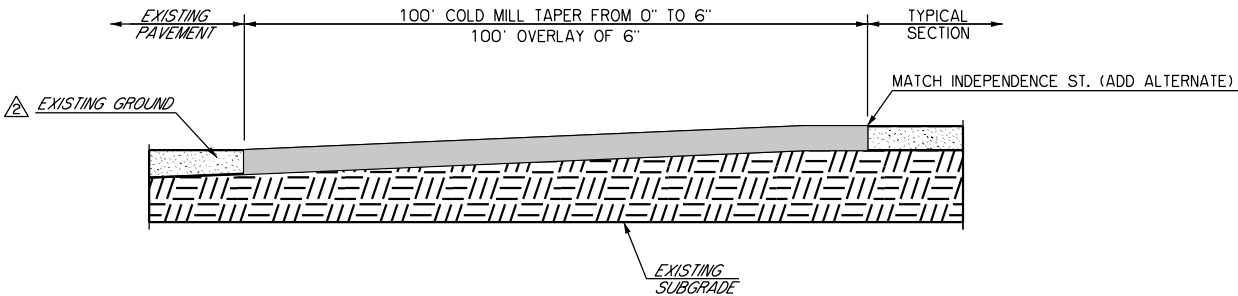
PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT

△ STA. 10+60.66 TO STA. 11+60.66
*REMOVAL COST TO BE INCLUDED IN
OTHER ITEMS OF WORK.



PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING MAINLINE PAVEMENT

STA. 41+41.30 TO STA 42+41.30



PROFILE OF TRANSITION
BETWEEN TYPICAL SECTION AND EXISTING RAILROAD CROSSING

STA. 29+67.16 TO STA. 30+67.16
STA. 30+75.47 TO STA. 31+75.47

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

TYPICAL SECTIONS
AND DETAILS - ADD ALTERNATE
(SHEET NO. 2 OF 2)

PROJECT NO. C-21-01 SHEET NO.0006

REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	TACK COAT QUANTITY CHANGED	7/7/2021
△	T.B.S.C. QUANTITIES REVISED TACK COAT QUANTITIES REVISED PRIME COAT REMOVED ASPHALT TYPE CHANGED STABILIZED SUBGRADE REMOVED 6" CONC. DRIVEWAY QUANTITIES REVISED REMOVAL OF CONCRETE DRIVEWAY REVISED TRAFFIC CONTROL QUANTITIES REVISED NOTE 1 REVISED NOTE 2 REVISED	7/12/2021

PAY QUANTITY NOTES - ROADWAY & TRAFFIC (CONTINUED)

(TC-84) 30 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS FOR THE BASE BID, AND 30 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS FOR THE ADD ALTERNATE. THE AMOUNT OF CALENDAR DAYS USED TO COMPUTE THE SIGN DAY PAY ITEMS IS AN ESTIMATED QUANTITY ONLY, BASED ON THE CURRENT ODOT STANDARDS AND SUGGESTED CONSTRUCTION SEQUENCE FOR THIS PROJECT. THESE ESTIMATED SIGN DAY QUANTITIES MAY CHANGE AS THE PROJECT'S CONSTRUCTION TRAFFIC CONTROL IS MODIFIED DURING CONSTRUCTION.

(TS-24) BASE BID
QUANTITY SHOWN INCLUDES 7,566.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 7,566.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4") WIDE TRAFFIC STRIPE.

ADD ALTERNATE
QUANTITY SHOWN INCLUDES 6,361.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 6,361.28 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4") WIDE TRAFFIC STRIPE.

(TS-28) BASE BID
QUANTITY SHOWN INCLUDES 45 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.

ADD ALTERNATE
QUANTITY SHOWN INCLUDES 11 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.

△ (1) INCLUDES ANY GRADING AND/OR EARTHWORK REQUIRED TO GET THE ROADWAY READY FOR PAVING OPERATIONS. DOES NOT INCLUDE DITCH GRADING. ALSO INCLUDES ANY EXCAVATION NEEDED TO MAKE TRANSITION FROM INDEPENDENCE ST. TO ACME RD. POTTAWATOMIE COUNTY WILL MAKE EVERY EFFORT TO ENSURE THE GRADE IS READY FOR ASPHALT LAYING OPERATIONS AND MEETS THE DENSITY AND MOISTURE REQUIREMENTS OF THE CONTRACT. HOWEVER, THE CONTRACTOR WILL BE ULTIMATELY RESPONSIBLE FOR ENSURING THAT PRIOR TO LAYING ASPHALT, THE GRADE MEETS THE COMPACTION AND MOISTURE REQUIREMENTS AND IS FREE OF ANY POT HOLING, RUTTING, OR MAJOR DEFECTS. IF NO GRADING OR EARTHWORK OPERATION IS REQUIRED TO ACHIEVE ACCEPTABLE COMPACTION AND MOISTURE, THIS ITEM WILL NOT BE PAID. IF ONLY WATERING OF THE SUBGRADE IS REQUIRED TO ACHIEVE COMPACTION AND MOISTURE REQUIREMENTS PRIOR TO PLACING ASPHALT, PAYMENT WILL NOT BE MADE AT THOSE LOCATIONS UNDER THIS PAY ITEM. COST OF THE WATERING SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

△ (2) AT RAILROAD CROSSING, THERE WILL BE NO CHANGE TO THE EXISITNG CROSSING FOOTPRINT OR PROFILE. PAVING WILL STOP TWO (2) FEET FROM EXISITNG RAILROAD. CONTRACTOR WILL CONTACT UNION PACIFIC RAILROAD AT LEAST TWO (2) WEEKS PRIOR TO STARTING WORK ON RIGHT-OF-WAY.

(3) ANY SAW CUTTING IN AREAS OF COLD MILLING SHALL BE INCLUDED IN THE COST OF COLD MILLING PAVEMENT.

(4) MILLINGS FROM N. LEO ST. ARE TO BE USED FOR SHOULDER ON N. LEO ST. ANY EXTRA MILLINGS ARE TO BECOME PROPERTY OF THE CONTRACTOR.

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY OF PAY QUANTITIES
(ROADWAY & TRAFFIC)

PROJECT NO. C-21-01 SHEET NO. AR02

PAY QUANTITY NOTES - ROADWAY & TRAFFIC

(G-26) THE CONTRACTOR SHALL REMOVE AND RESET MAILBOXES AS NECESSARY. MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. ANY DAMAGE TO BOXES OR SUPPORTS SHALL BE REPAIRED BY THE CONTRACTOR. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

(R-18) ESTIMATED AT 170 LBS. PER CU. FT.

(R-24) ESTIMATED AT 0.075 GALLONS PER SQUARE YARD OF ORIGINAL EMULSION OF TACK COAT (BEFORE DILUTION FOR APPLICATION) IN ACCORDANCE WITH SECTION 407 OF THE STANDARD SPECIFICATIONS.

(R-25) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.

(TC-23) QUANTITY SHOWN FOR THIS ITEM INCLUDES THOSE SIGNS WHICH COMPRISE THE ROUTE MARKER ASSEMBLIES USED TO INDICATE THE DETOUR ROUTE.

(TC-26) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE ODOT STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLETION OF THE PROJECT.

ALL SIGNS AND BARRICADES WHICH ARE SHOWN WITH TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.

(TC-28) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 0.00 S.F. AND 6.25 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.

(TC-29) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 6.26 S.F. AND 15.99 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.

(TC-30) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 16.00 S.F. AND 32.99 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.

(TC-33) ALL CONSTRUCTION WORK ZONE SIGNS SHALL HAVE FLUORESCENT SHEETING. THE FLUORESCENT SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST REVISION).

THE MANUFACTURER SHALL FURNISH A TYPE 'D' CERTIFICATION ASTM IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS (CURRENT EDITION) SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON MATERIAL SUBMITTED FOR APPROVAL.

(TC-58) BASE BID
INCLUDED IN THIS ITEM IS THE COST OF PROVIDING THREE (3) FLAGGERS FOR WORK AT THE KICKAPOO SPUR AND N. LEO STREET INTERSECTION, SEVEN (7) FLAGGERS FOR WORK AT THE US-177 AND N. LEO STREET INTERSECTION, AND TWO (2) FLAGGERS FOR ALL OTHER WORK.

ADD ALTERNATE
INCLUDED IN THIS ITEM IS THE COST OF PROVIDING TWO (2) FLAGGERS.

DURING NON-DAYLIGHT HOURS THE FLAGGER STATIONS SHALL BE ADEQUATELY LIGHTED TO PROVIDE A SAFE WORK AREA FOR FLAGGERS. COST OF THIS LIGHTING WILL BE INCLUDED IN THE PRICE BID FOR FLAGGER.

(TC-61) ANY DAMAGE TO A FINISHED OR EXISTING SURFACE RESULTING FROM THE CONTRACTOR'S NEGLIGENCE IN THE REMOVAL OF CONSTRUCTION ZONE PAVEMENT MARKERS OR CHANNELIZING DEVICES AND THE BITUMINOUS ADHESIVE USED IN THEIR INSTALLATION, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

REVISIONS		
REV. NO.	DESCRIPTION	DATE
△	TACK COAT AND SUPERPAVE TYPE S4 QUANTITIES CHANGED	7/7/2021
△	SUMMARY TABLE REVISED	7/12/2021

△ SUMMARY OF SURFACING QUANTITIES						
SHEET NO.	STATION TO STATION	402(E) T.B.S.C. TYPE E	407(B) TACK COAT	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	412 COLD MILLING PAVEMENT
		TON	GAL.	TON	TON	S.Y.
ADD ALTERNATE						
R001	10+60.66 TO 35+00.00	129.84	896.19	669.18	1,338.37	244.44
R002	35+00.00 TO 42+41.30	41.04	271.45	202.69	405.39	244.44
TOTALS FOR ADD ALTERNATE		170.88	1,167.64	871.88	1743.76	488.89
BASE BID						
R002	42+41.30 TO 58+00.00	44.05	571.88	320.27	533.78	
R003	58+00.00 TO 76+29.00	65.50	672.94	376.86	628.10	244.44
R004	100+11.00 TO 104+06.44	0.00	96.47	216.10		1,286.23
R004	TOTALS FOR BASE BID	109.55	1,341.29	913.23	1161.88	1,530.68

△
△

△ SUMMARY OF REMOVALS				
SHEET NO.	STATION	619(B) REMOVAL OF CONCRETE DRIVEWAY	619(B) REMOVAL OF CONCRETE DITCH LINER	619(C) SAWING PAVEMENT
		S.Y.	L.F.	L.F.
BASE BID				
R002	42+88.82	147.47		45.00
R002	44+18.37			20.00
R002	47+35.08			35.00
R002	48+41.74	52.40		80.00
R002	50+67.40			25.00
R002	53+02.85	146.31	80.08	297.76
R002	53+30.03	185.77		245.93
	TOTALS FOR BASE BID	531.94	80.08	748.69

△ SUMMARY OF MAILBOX TURNOUTS					
SHEET NO.	STATION	407(B) TACK COAT	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	629(D) REMOVE AND RESET MAILBOX
		GAL.	TON	TON	EACH
ADD ALTERNATE					
RO01	16+22.85	1.04	0.78	1.55	
RO01	20+58.25	0.79	0.59	1.17	1.00
RO01	28+51.65	0.22	0.16	0.32	
TOTALS FOR ADD ALTERNATE		2.04	1.53	3.05	1.00
BASE BID					
RO03	72+14.10	0.68	0.76	1.27	
TOTALS FOR BASE BID		0.68	0.76	1.27	

△

△ SUMMARY OF DRIVES & SIDE ROADS											
SHEET NO.	STATION	SIDE	TYPE	WIDTH	LENGTH	RADIUS	402(E) T.B.S.C. TYPE E	411(C) SUPERPAVE, TYPE S4 (PG 64-22 OK)	411(B) SUPERPAVE, TYPE S3 (PG 64-22 OK)	407(B) TACK COAT	610(B) 6" CONC. DRIVEWAY
				FT.	FT.	FT.	TON	TON	TON	GAL.	S.Y.
ADD ALTERNATE											
R001	16+10.85	RT.	RESIDENTIAL DRIVE	15	15	15	8.93	2.90	5.80	2.01	
R001	20+95.55	RT.	RESIDENTIAL DRIVE	12	15	15	7.62	2.78	5.55	1.92	
R001	28+38.25	RT.	RESIDENTIAL DRIVE	15	15	15	8.69	2.90	5.79	2.00	
R001	30+34.53	RT.	FIELD ENTRANCE	40	15	15	7.37	2.57	5.14	1.78	
R001	31+41.91	LT.	FIELD ENTRANCE	23	15	15	8.93	2.90	5.80	2.01	
TOTALS FOR ADD ALTERNATE							41.56	14.05	28.09	9.72	
BASE BID											
R002	42+88.82	RT.	COMMERCIAL DRIVE	69	24	24					147.47
R002	44+18.37	RT.	COMMERCIAL DRIVE	39	24	24		8.69	14.49	7.76	
R002	44+24.25	LT.	COMMERCIAL DRIVE	56	24	24	33.01	4.49	7.48	4.01	
R002	47+35.08	RT.	COMMERCIAL DRIVE	55	24	24		12.47	20.79	11.14	
R002	47+65.92	LT.	COMMERCIAL DRIVE	47	24	24	22.51	3.65	6.08	3.26	
R002	48+41.74	LT.	RESIDENTIAL DRIVE	33	15	15		1.54	2.57	1.38	52.40
R002	50+67.40	RT.	COMMERCIAL DRIVE	44	24	24		9.95	16.59	8.89	
R002	53+02.83	LT.	COMMERCIAL DRIVE	107	14	N/A					146.31
R002	53+30.03	RT.	COMMERCIAL DRIVE	117	18	N/A					185.77
R003	59+81.43	RT.	FIELD ENTRANCE	25	15	15	7.45	2.18	3.63	1.94	
R003	65+64.99	RT.	COMMERCIAL DRIVE	76	40	40	78.83	5.97	9.95	5.33	
R003	71+91.42	RT.	RESIDENTIAL DRIVE	28	15	15	13.22	2.46	4.09	2.19	
TOTALS FOR BASE BID							155.02	51.39	85.66	45.89	531.94

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY SHEET (ROADWAY)

REVISIONS		
REV. NO.	DESCRIPTION	DATE
	SUMMARY TABLE REVISED	7/12/2021

SUMMARY OF TRAFFIC CONTROL - PHASE 1 (BASE BID)															
TYPE	DESCRIPTION	880(B) CONST. SIGNS 0 TO 6.25 SF		880(B) CONST. SIGNS 6.26 TO 15.99 SF		880(B) CONST. SIGNS 16.00 TO 32.99 SF		880(C) CONSTRUCTION BARRICADES (TYPE III)		880(E) WARNING LIGHTS (TYPE A)		880(G) TUBE CHANNELIZERS		880(I) FLAGGER	
		EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.
CS-13E	BEGIN (AUXILIARY)	1.00	28.00												
CS-14E	WORK ZONE (AUXILIARY)	1.00	28.00												
G20-2A	END ROAD WORK	1.00	28.00												
R11-2(LANE)	LANE CLOSED			1.00	28.00										
R2-1(25)	SPEED LIMIT 25 (TYP)					1.00	28.00								
W3-4	BE PREPARED TO STOP					1.00	28.00								
W20-1	ROAD WORK AHEAD					2.00	56.00								
W20-4	ONE LANE ROAD AHEAD					1.00	28.00								
W20-7	FLAGGER (SYMBOLIC)					3.00	84.00			1.00	28.00				
	WARNING LIGHTS (TYPE A)							1.00	28.00						
	TYPE III BARRICADE											36.00	1,008.00		
	TUBE CHANNELIZERS													3.00	84.00
	FLAGGER														
	TOTALS	3.00	84.00	1.00	28.00	8.00	224.00	1.00	28.00	1.00	28.00	36.00	1,008.00	3.00	84.00

SUMMARY OF STRIPING					
SHEET NO.	STATION TO STATION	856(A) TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE) WHITE	856(A) TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE) YELLOW	856(A) TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE) WHITE	REMARKS
		L.F.	L.F.	L.F.	
ADD ALTERNATE					
R001	10+59.00 LT.			11.00	STOP BAR
R001	10+60.66 TO 35+00.00	4,878.68			EDGE STRIPE
R002	35+00.00 TO 42+41.30	1,482.60			EDGE STRIPE
R001	10+60.66 TO 35+00.00		4,878.68		DOUBLE YELLOW CENTERLINE STRIPE
R002	35+00.00 TO 42+41.30		1,482.60		DOUBLE YELLOW CENTERLINE STRIPE
TOTALS FOR ADD ALTERNATE		6,361.28	6,361.28	11.00	
BASE BID					
R002	50+35.35 RT.			11.00	STOP BAR
R002	51+30.85 LT.			11.00	STOP BAR
R003	76+12.30 LT.			11.00	STOP BAR
R004	100+32.30 LT.			12.00	STOP BAR
R002	42+41.30 TO 58+00.00	3117.4			EDGE STRIPE
R003	58+00.00 TO 76+29.00	3,658.00			EDGE STRIPE
R004	100+11.00 TO 104+06.44	790.88			EDGE STRIPE
R002	42+41.30 TO 58+00.00		3,117.40		DOUBLE YELLOW CENTERLINE STRIPE
R003	58+00.00 TO 76+29.00		3,658.00		DOUBLE YELLOW CENTERLINE STRIPE
R004	100+11.00 TO 104+06.44		790.88		DOUBLE YELLOW CENTERLINE STRIPE
TOTALS FOR BASE BID		7,566.28	7,566.28	45.00	

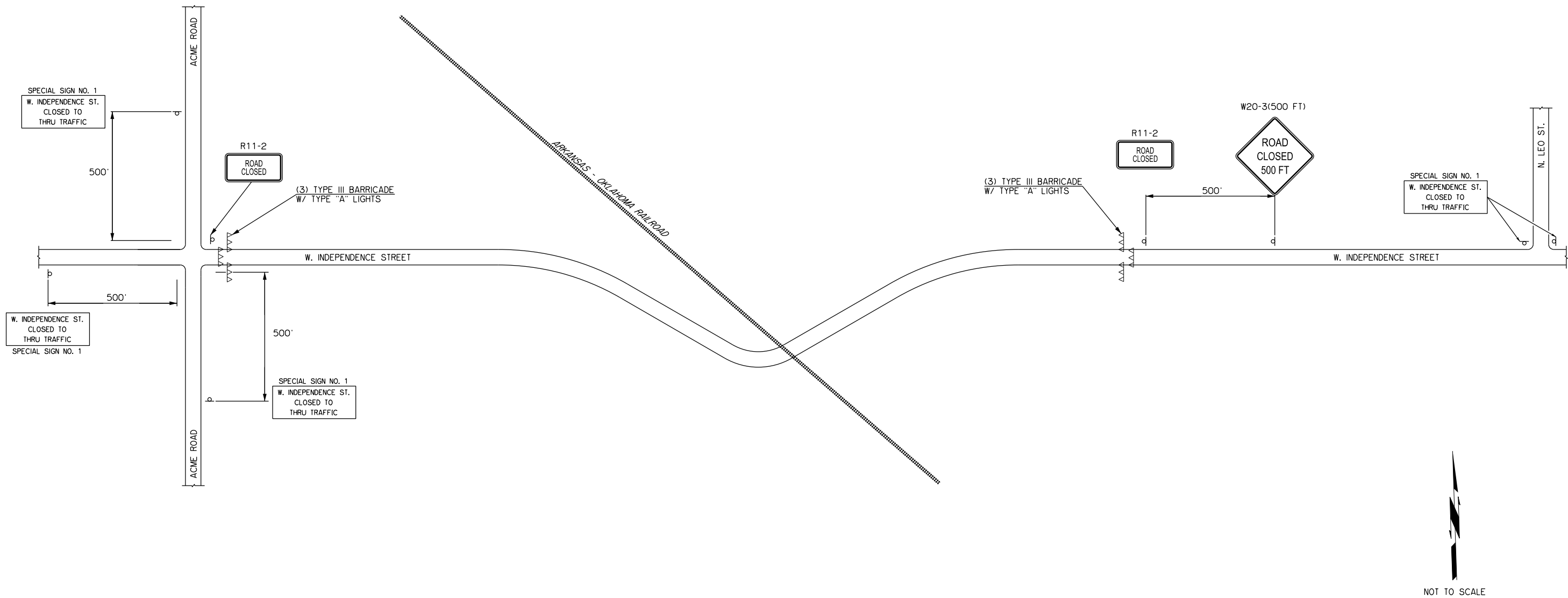
SUMMARY OF TRAFFIC CONTROL - PHASE 2 (BASE BID)											
TYPE	DESCRIPTION	880(B) CONST. SIGNS 16.00 TO 32.99 SF		880(C) CONSTRUCTION BARRICADES (TYPE III)		880(E) WARNING LIGHTS (TYPE A)		880(G) TUBE CHANNELIZERS		880(I) FLAGGER	
		EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.
W3-4	BE PREPARED TO STOP	4.00	8.00								
W20-1	ROAD WORK AHEAD	4.00	8.00								
W20-7	FLAGGER (SYMBOLIC)	6.00	12.00								
	WARNING LIGHTS (TYPE A)					2.00	4.00				
	TYPE III BARRICADE			2.00	4.00						
	TUBE CHANNELIZERS							36.00	72.00		
	FLAGGER									7.00	14.00
	TOTALS	14.00	28.00	2.00	4.00	2.00	4.00	36.00	72.00	7.00	14.00

 SUMMARY OF TRAFFIC CONTROL - (ADD ALTERNATE)											
TYPE	DESCRIPTION	880(B) CONST. SIGNS 6.26 TO 15.99 SF		880(B) CONST. SIGNS 16.00 TO 32.99 SF		880(B) CONST. SIGNS 33.00 SF & OVER		880(C) CONSTRUCTION BARRICADES (TYPE III)		880(E) WARNING LIGHTS (TYPE A)	
		EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.	EA.	S.D.
R11-2	ROAD CLOSED	2.00	60.00								
W20-3(500 FT)	ROAD CLOSED (500 FT)			1.00	30.00						
	SPECIAL SIGN NO. 1					5.00	150.00				
	WARNING LIGHTS (TYPE A)									6.00	180.00
	TYPE III BARRICADE							6.00	180.00		
	TOTALS	2.00	60.00	1.00	30.00	5.00	150.00	6.00	180.00	6.00	180.00

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

SUMMARY SHEET - TRAFFIC

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	TRAFFIC CONTROL PLAN REVISED	7/12/2021



NOTES

1. ALL SIGN LOCATIONS ARE APPROXIMATE. PLACE SIGNS AS DIRECTED BE THE ENGINEER.
2. DRIVEWAY ACCESS TO RESIDENTS TO BE ACCOMODATED AT ALL TIMES.

SUGGESTED SEQUENCE OF CONSTRUCTION

1. INSTALL TRAFFIC CONTROL DEVICES.
2. PREPARE SUBGRADE AND BUILD ROADWAY. ALL DRIVEWAYS AND STREET RETURNS ARE TO BE TAPERED BACK TO RETURNING RADII.
3. CONSTRUCT ASPHALT SAFETY EDGES AS NEEDED.
4. STRIPE ENTIRE PROJECT EXTENTS.
5. REMOVE ALL TEMPORARY TRAFFIC CONTROL DEVICES.

LEGEND

○ SIGN

△△△

NOTE TO CONTRACTOR:
ALL SIGN LOCATIONS ARE
APPROXIMATE. PLACE SIGNS
AS DIRECTED BE THE ENGINEER.

N. LEO ST./W. INDEPENDENCE ST. POTTAWATOMIE COUNTY

DETAILS OF TRAFFIC CONTROL
ADD ALTERNATE
(SHEET NO. 1 OF 3)

PROJECT NO. C-21-01 SHEET NO. T001

Regular Board of Commissioners

9.

Meeting Date: 08/16/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a budget amendment for Fund 302 Street Improvement Fund to fund the Industrial Access Corridor Project.

Attachments

Fund 302

City of Shawnee
2021-2022 Budget Amendment

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	5-0810-54200			CAPITAL OUTLAY-BLDGS/I	2,890,417.00	145,000.00	3,035,417.00
					-	-	-
					2,890,417.00	145,000.00	3,035,417.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund Leo Street project.

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners

10.

Meeting Date: 08/16/2021

Sales Tax and Budget Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax Report

Budget Report



Date: August 16, 2021
To: Honorable Mayor and City Commissioners
From: Jacob Bussell, Asst. Finance Director
Subject: July Sales and Use Tax Deposit

Sales and Use Tax Collections: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in July consist of June estimates and May final reported collections. Any taxes collected for months prior to May will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

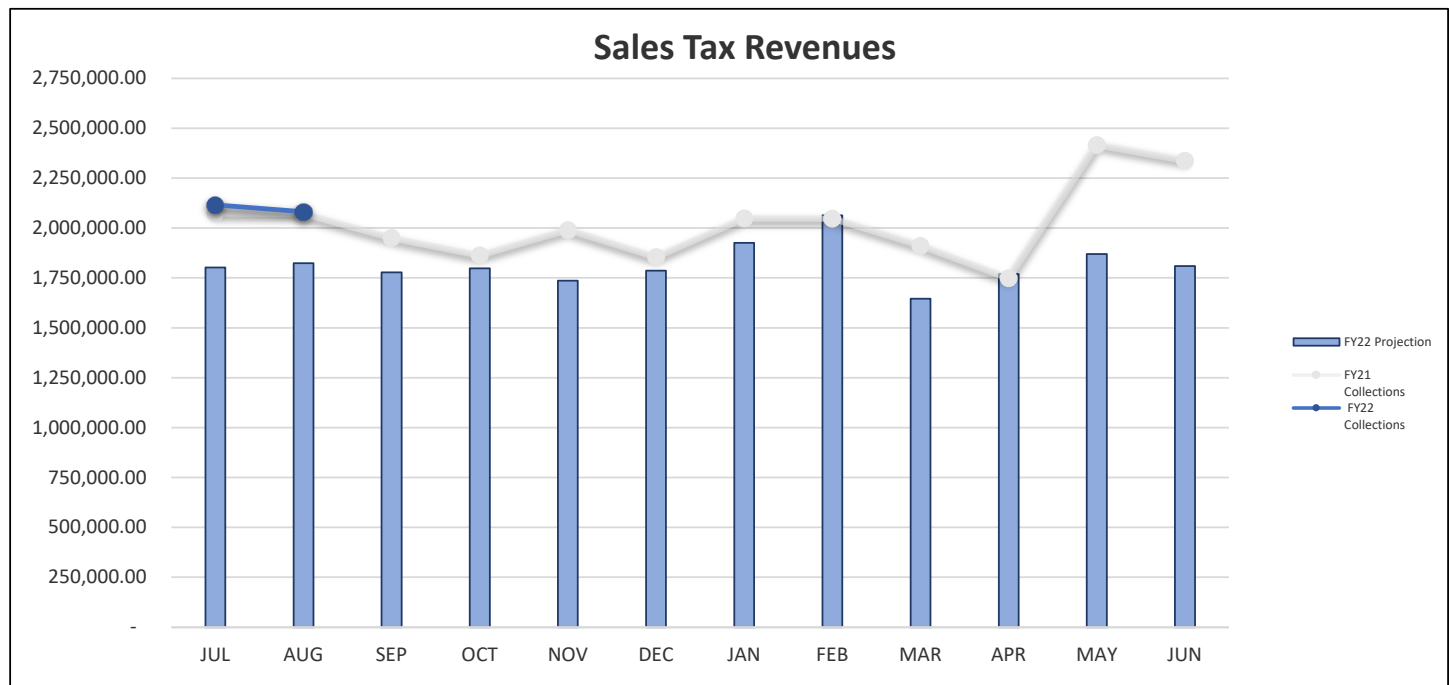
The August sales tax deposit was \$2,081,528.09, including interest of \$1,153.75, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,189,444.62
2018 Capital Improvements Fund	297,361.15
Capital Improvements Fund	230,454.91
Street Improvements Fund	260,191.01
Economic Development Fund	29,736.12
Police Sales Tax Fund	37,170.14
Fire Sales Tax Fund	37,170.14
Total Sales Taxes Collected	<u>\$ 2,081,528.09</u>

Finance Department Report:

Sales and use tax collections totaled \$2,323,455.30 for August 2021. It should be noted the current sales tax estimate for FY 21-22 is based on a 2% increase compared to the prior year budget. For the year, sales tax collections are up \$570,222 or 15.72%, over the projected budget year-to-date. Use tax collections are up approximately \$95,800, or 23.10%, over the projected budget year-to-date.

Fiscal Year 2021 Sales Tax Collections and Performance:

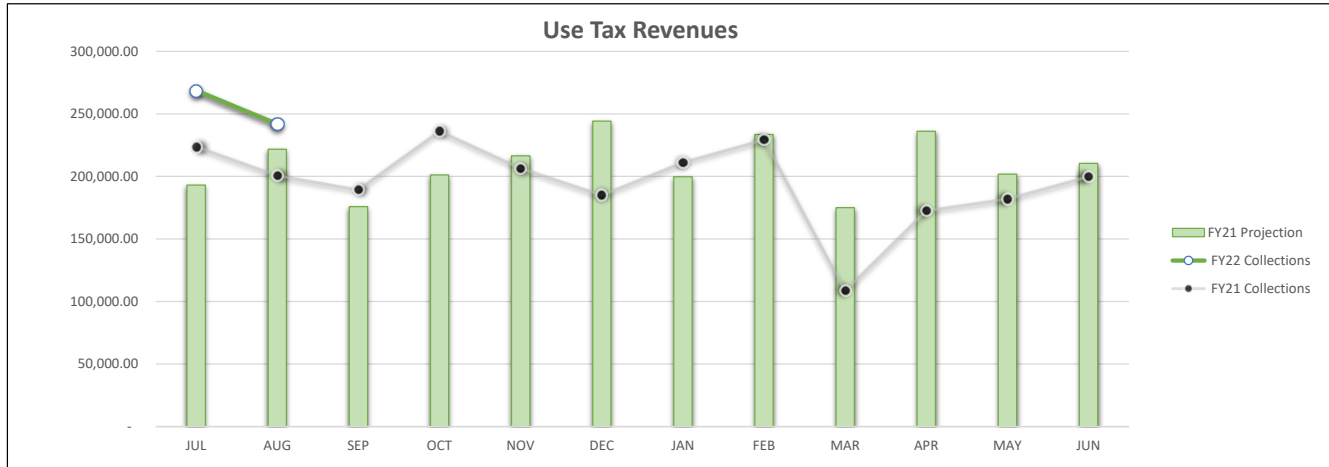


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (August 2021):	\$ 1,824,497	\$ 2,081,528	\$ 257,031	14.09%
Sales Tax Receipts (year-to-date):	\$ 3,627,364	\$ 4,197,586	\$ 570,222	15.72%

	August 2020	August 2021	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,069,379	\$ 2,081,528	\$ 12,149	0.59%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	✓ \$ 4,142,251	\$ 4,197,586	\$ 55,335	1.34%

Fiscal Year 2021 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (August 2021):	\$ 221,761	\$ 241,927	\$ 20,167	9.09%
Use Tax Receipts (year-to-date):	\$ 414,749	\$ 510,549	\$ 95,800	23.10%

	August 2020	August 2021	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 200,657	\$ 241,927	\$ 41,270	20.57%

	Year To Date FY 2020	Year To Date FY 2021	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 424,321	\$ 510,549	\$ 86,228	20.32%

How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

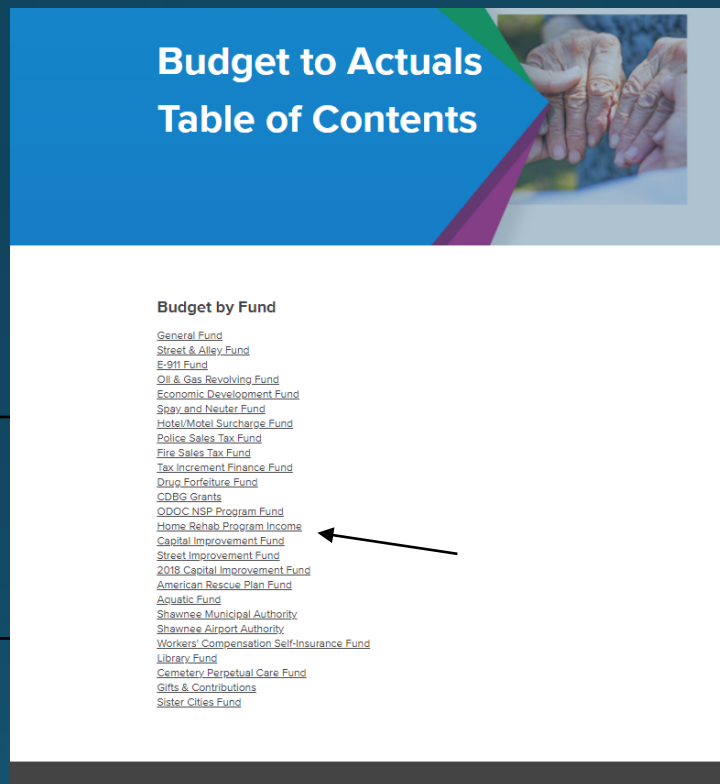
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

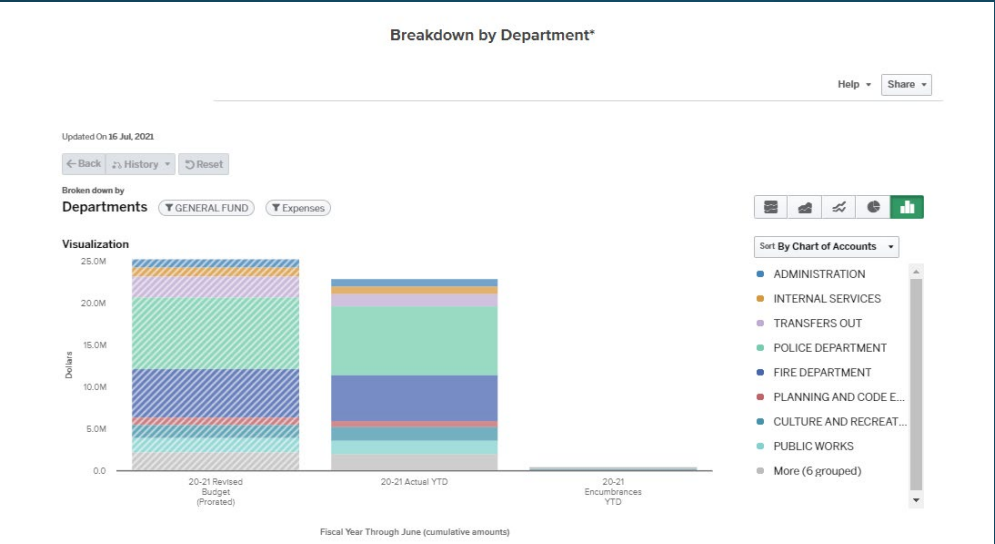


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

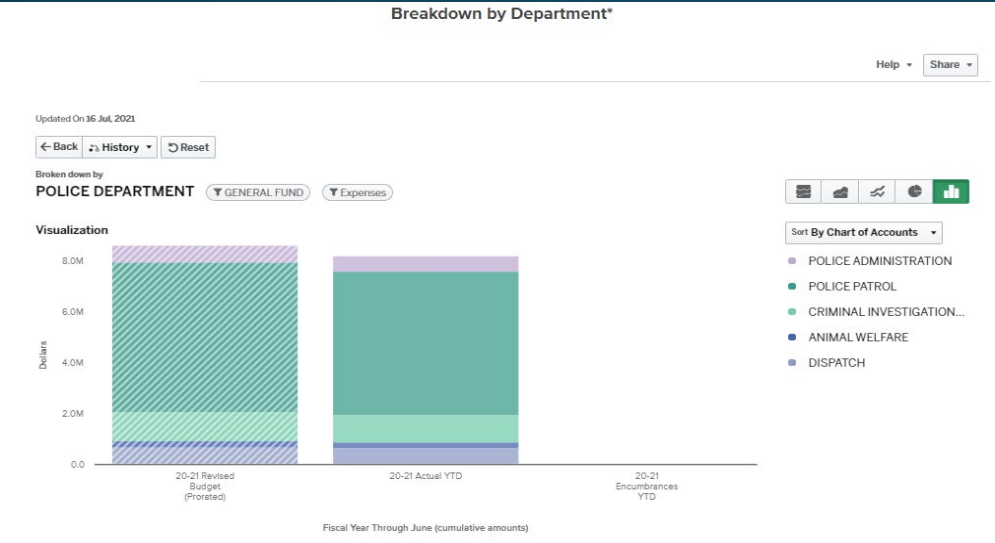
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

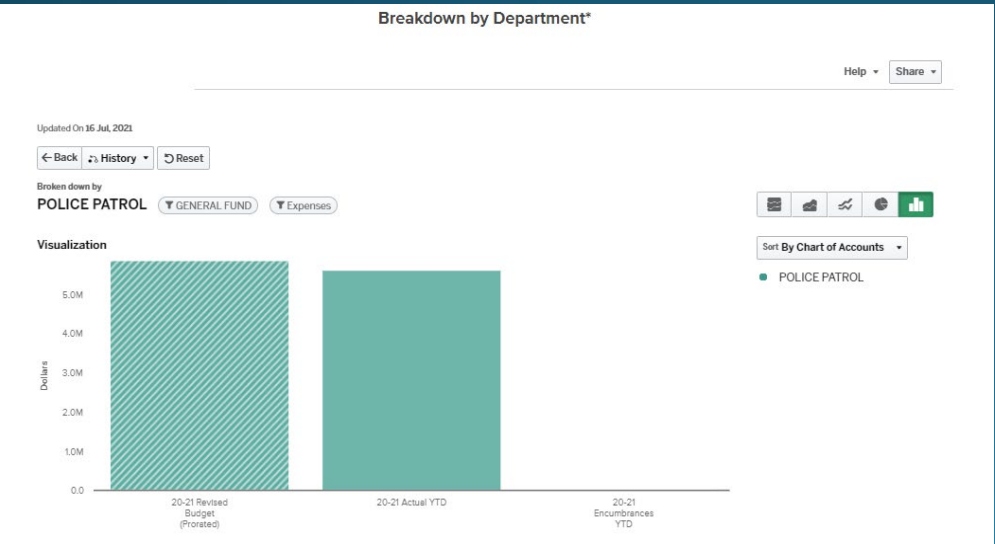
Initial View



Department Level

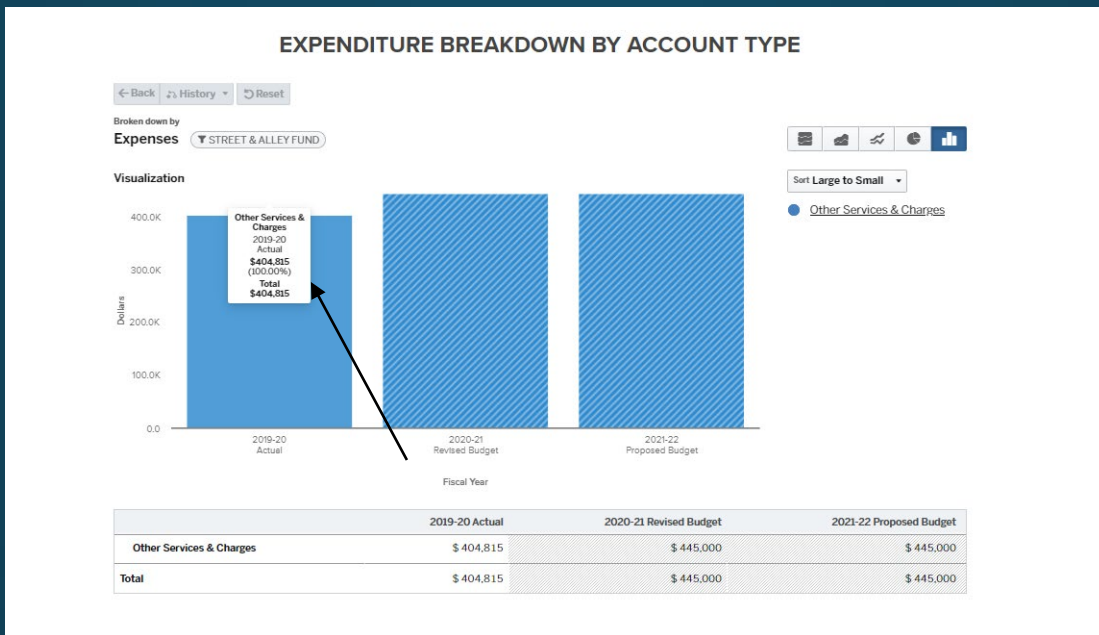


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.



Sorting

Graphs may be sorted four ways:

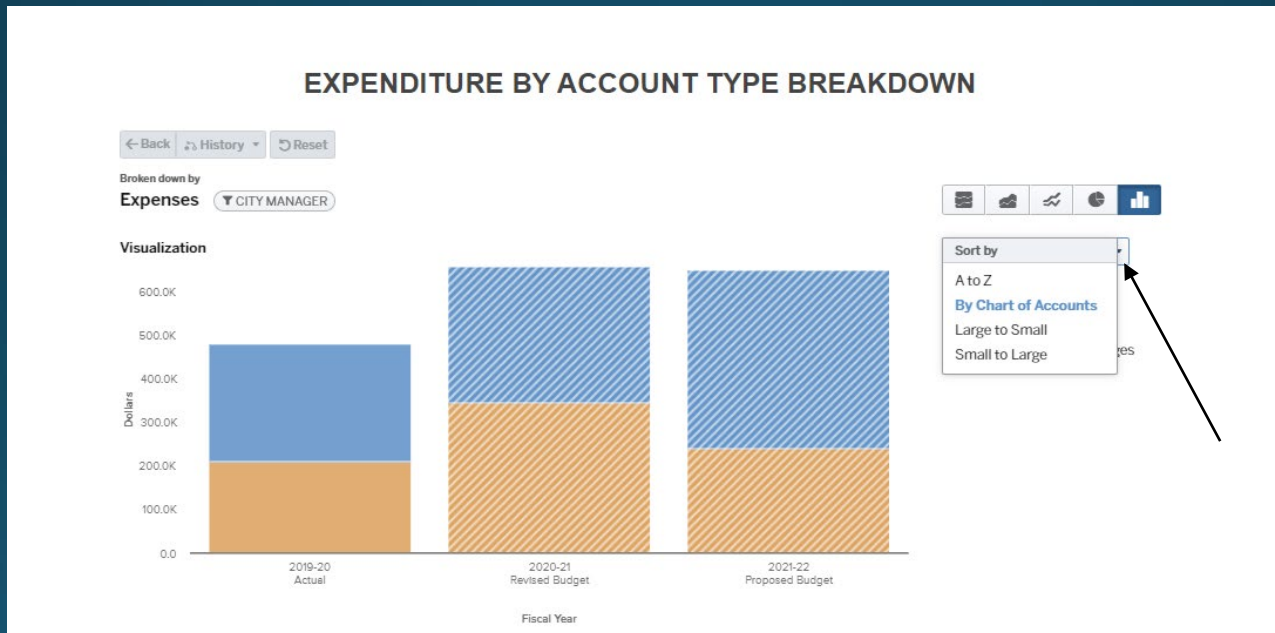
A to Z

Chart of Accounts

Smallest to Largest

Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.

Regular Board of Commissioners

11. a.

Meeting Date: 08/16/2021

Administrative Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Kevin Moore, Building Inspector – Update on dilapidated structures.

Attachments

Staff Report

Staff Report - Dilapidated Buildings
Code Enforcement

		Jan-20	TO	Aug-21			
	Dilapadated Structures type	Address	Hearing Date	Demo permit pulled	Remodel permit pulled	REHEARING DATE	STATUS
1	COMMERCIAL	110 E MAIN	12/16/2020		PERMIT PULLED	8/12/2021	NO PROGRESS
2	RESIDENTIAL	2005 N BROADWAY	6/11/2020		PERMIT PULLED	4/28/2021 & 8/11/2021	NO PROGRESS
3	RESIDENTIAL	302 N TUCKER	6/25/2020	PERMIT PULLED			COMPLETE 9.22.20
4	RESIDENTIAL	608 S PARK	7/23/2020		PERMIT PULLED		COMPLETE 7.9.21
5	RESIDENTIAL	612 S PARK	7/23/2020	PERMIT PULLED			OWNER DEMO COMPLETE
6	RESIDENTIAL	113 PHILADELPHIA	7/23/2020	PERMIT PULLED			CITY DEMO COMPLETE
7	COMMERCIAL	113 PHILADELPHIA	7/23/2020				
8	RESIDENTIAL	222 N OKLAHOMA	7/23/2020				REMOVED
9	RESIDENTIAL	1332 E WHITTAKER	7/23/2020	PERMIT PULLED			CITY DEMO COMPLETE
10	RESIDENTIAL	658 N UNION	8/26/2020	PERMIT PULLED			CITY DEMO COMPLETE
11	RESIDENTIAL	203 N MCKINLEY	8/26/2020	PERMIT PULLED			CITY DEMO COMPLETE
12	RESIDENTIAL	703 S POTTENGER	8/26/2020	PERMIT PULLED			OWNER DEMO COMPLETE
13	RESIDENTIAL	535 N POTTENGER	8/26/2020	PERMIT PULLED			CITY DEMO COMPLETE
14	RESIDENTIAL	928 N TUCKER	9/24/2020		PERMIT PULLED		NOT STARTED
15	RESIDENTIAL	1227 E PARKER	9/24/2020	PERMIT PULLED			OWNER DEMO COMPLETE
16	RESIDENTIAL	525 W WALLACE	9/24/2020		PERMIT PULLED		NEVER PAID / NOT STARTED
17	RESIDENTIAL	1505 E 7TH	9/24/2020	PERMIT PULLED			CITY DEMO COMPLETE
18	RESIDENTIAL	713 S MARKET	1/21/2021	PERMIT PULLED			CITY DEMO COMPLETE
19	RESIDENTIAL	721 S UNION	1/21/2021	PERMIT PULLED			CITY DEMO COMPLETE
20	RESIDENTIAL	1209 E PINE	1/21/2021	PERMIT PULLED			CITY - IN PROGRESS
21	RESIDENTIAL	216 S OKLAHOMA	1/21/2021	PERMIT PULLED			CITY DEMO COMPLETE
22	RESIDENTIAL	202 S DRAPER	3/18/2021				CITY - IN PROGRESS
23	RESIDENTIAL	422 W FORREST	3/18/2021				ON HOLD ATTY
24	RESIDENTIAL	223 S OKLAHOMA	3/18/2021	PERMIT PULLED			CITY DEMO COMPLETE
25	RESIDENTIAL	420 W FORREST	3/18/2021				ON HOLD ATTY
26	RESIDENTIAL	508 S PARK	4/29/2021				OWNER DEMO COMPLETE
27	RESIDENTIAL	822 N KENNEDY	4/29/2021	PERMIT PULLED			CITY DEMO COMPLETE
28	RESIDENTIAL	1229 E 10TH	4/29/2021	PERMIT PULLED			CITY DEMO COMPLETE
29	RESIDENTIAL	433 E WALLACE	4/29/2021				CITY - IN PROGRESS
30	RESIDENTIAL	1204 E CHANDLER	5/27/2021	PERMIT PULLED			CITY - IN PROGRESS
31	RESIDENTIAL	1513 W WHEELER	5/27/2021	PERMIT PULLED			CITY - IN PROGRESS

Staff Report - Dilapidated Buildings
Code Enforcement

		Jan-20	TO	Aug-21		
	Dilapadated Structures type	Address	Hearing Date	Demo permit pulled	Remodel permit pulled	REHEARING DATE
32	RESIDENTIAL	1407 N CENTER	5/27/2021			
33	RESIDENTIAL	710 S TENNESSEE	5/27/2021			
34	RESIDENTIAL	1130 N BEARD	5/27/2021	PERMIT PULLED		
35	RESIDENTIAL	1311 N CENTER	6/16/2021			
36	RESIDENTIAL	801 S BEARD	6/16/2021	PERMIT PULLED		
37	RESIDENTIAL	224 S OKLAHOMA	6/16/2021	PERMIT PULLED		
38	RESIDENTIAL	1318 E MAIN ST	6/16/2021			
39	RESIDENTIAL	534 N BEARD				
40	RESIDENTIAL	534 N BEARD #B				
41	RESIDENTIAL	519 N BEARD				
42	RESIDENTIAL	624 N BROADWAY				
43	RESIDENTIAL	502 N BEARD				
44	RESIDENTIAL	1629 N MARKET				
45	RESIDENTIAL	623 S MARKET				
46	RESIDENTIAL	615 S MARKET				
47	RESIDENTIAL	609 S MARKET				
48	RESIDENTIAL	123 FARRELL ST				
49	RESIDENTIAL	616 S BROADWAY				
50	RESIDENTIAL	405 S MINNESOTA	S TO COUNTY AS OF TAX SALE			
51	RESIDENTIAL	224 S OKLAHOMA		PERMIT PULLED		
52	RESIDENTIAL	830 E RIDGEWOOD				
53	RESIDENTIAL	532 N POTTENGER				
54	RESIDENTIAL	929 N DRAPER	6/16/2021			
55	RESIDENTIAL	707 N CENTER	8/5/2021			
56	RESIDENTIAL	217 S PENN	8/5/2021			
57	RESIDENTIAL	219 S PENN	8/5/2021			
58	RESIDENTIAL	405 N DRAPER	8/5/2021			10/7/2021
59	RESIDENTIAL	111 N RICH				
60	RESIDENTIAL	708 S PHILADELPHIA				
61	RESIDENTIAL	512 N UNION				
62	RESIDENTIAL	115 W GEORGIA				

Staff Report - Dilapidated Buildings
Code Enforcement

		Jan-20	TO	Aug-21			
	Dilapadated Structures type	Address	Hearing Date	Demo permit pulled	Remodel permit pulled	REHEARING DATE	STATUS
63	RESIDENTIAL	1301 E MAIN					WATCHING - POSSIBLE ABATEMENT
64	RESIDENTIAL	607 N KICKAPOO					WATCHING - POSSIBLE ABATEMENT
65	RESIDENTIAL	523 S PARK					WATCHING - POSSIBLE ABATEMENT
66	RESIDENTIAL	511 S PARK					WATCHING - POSSIBLE ABATEMENT
67	RESIDENTIAL	1126 E MARGARET					WATCHING - POSSIBLE ABATEMENT
68	RESIDENTIAL	315 S PENNSYLVANIA					WATCHING - POSSIBLE ABATEMENT
69	RESIDENTIAL	1335 E HIGHLAND					WATCHING - POSSIBLE ABATEMENT
70	RESIDENTIAL	508 N ROOSEVELT					WATCHING - POSSIBLE ABATEMENT
71	RESIDENTIAL	514 W 10TH ST					WATCHING - POSSIBLE ABATEMENT
72	RESIDENTIAL	114 PONTOTOC LN		PERMIT PULLED			OWNER - IN PROGRESS
73	RESIDENTIAL	701 S HART					WATCHING - POSSIBLE ABATEMENT
74	RESIDENTIAL	629 S POTTENGER					WATCHING - POSSIBLE ABATEMENT
75	RESIDENTIAL	542 N KICKAPOO					WATCHING - POSSIBLE ABATEMENT
76	RESIDENTIAL	1730 N MARKET					WATCHING - POSSIBLE ABATEMENT
77	RESIDENTIAL	812 E ADA					WATCHING - POSSIBLE ABATEMENT

TOTALS

COMMERCIAL	2
CITY	28
OWNER	8
REMODEL	3
WATCHING - POSSIBLE ABATEMENT	32
ON HOLD ATTY	3
COUNTY OWNED	1

Regular Board of Commissioners

11. b.

Meeting Date: 08/16/2021

Administrative Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

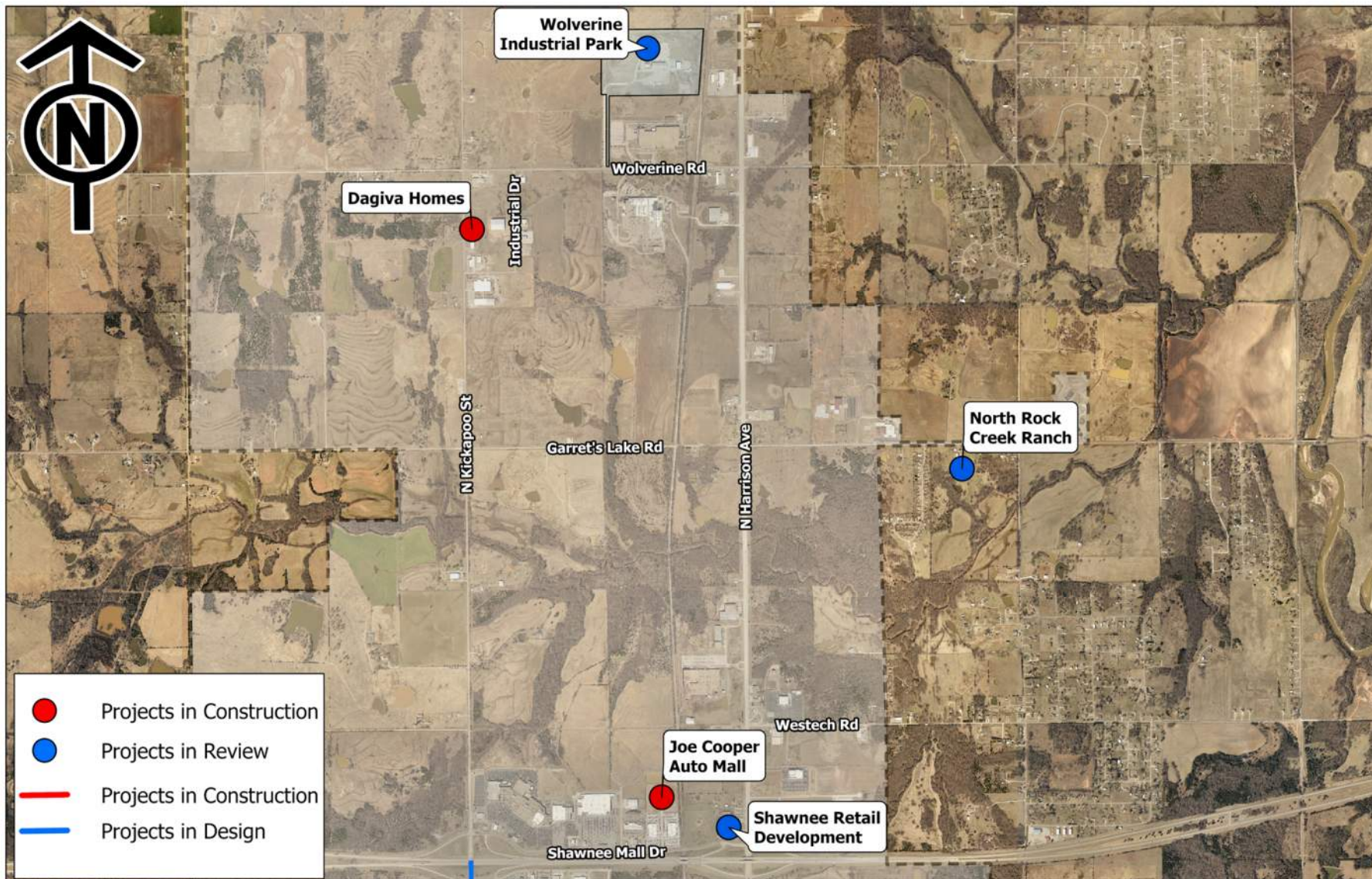
Information

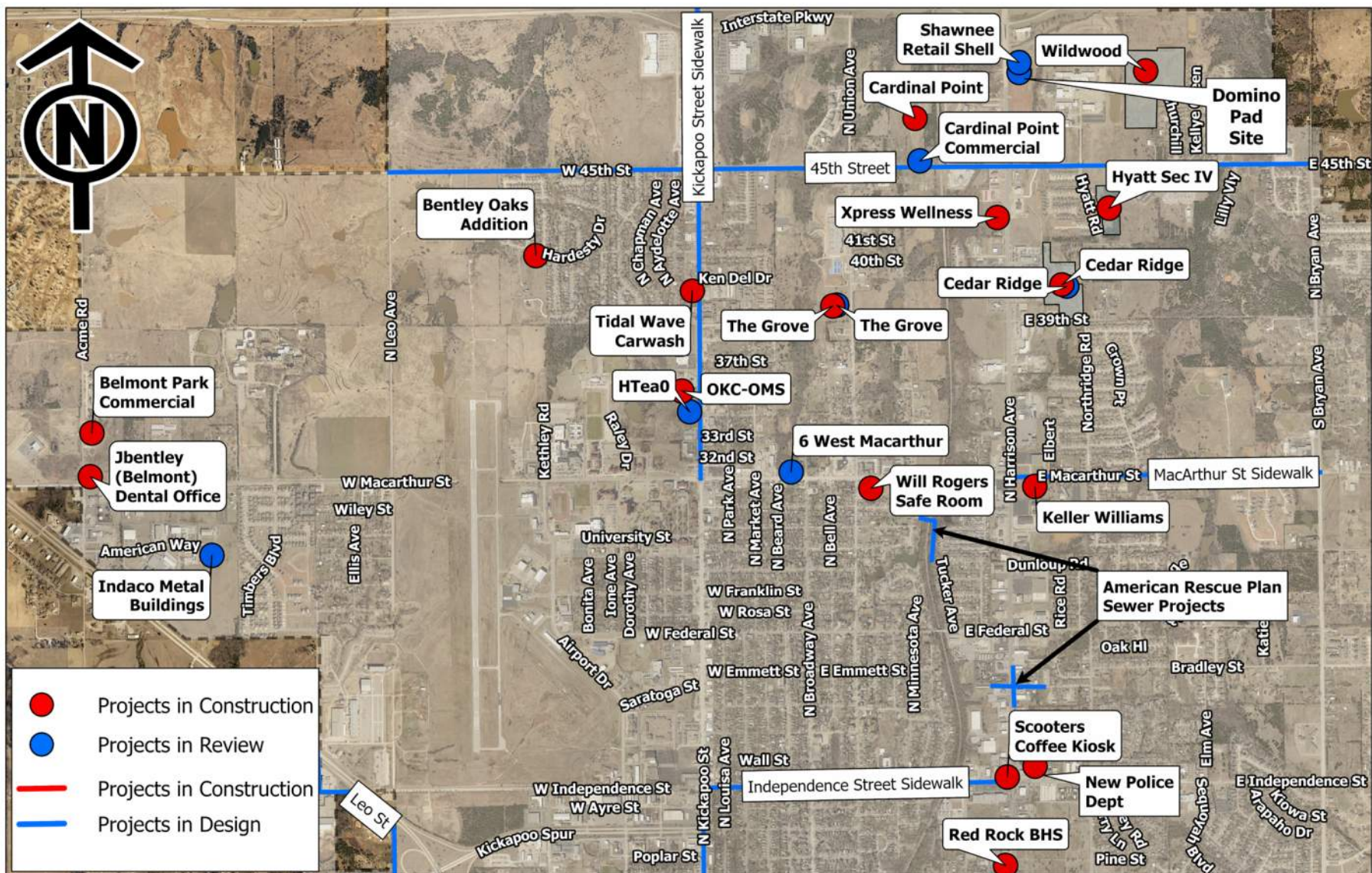
Title of Item for Agenda

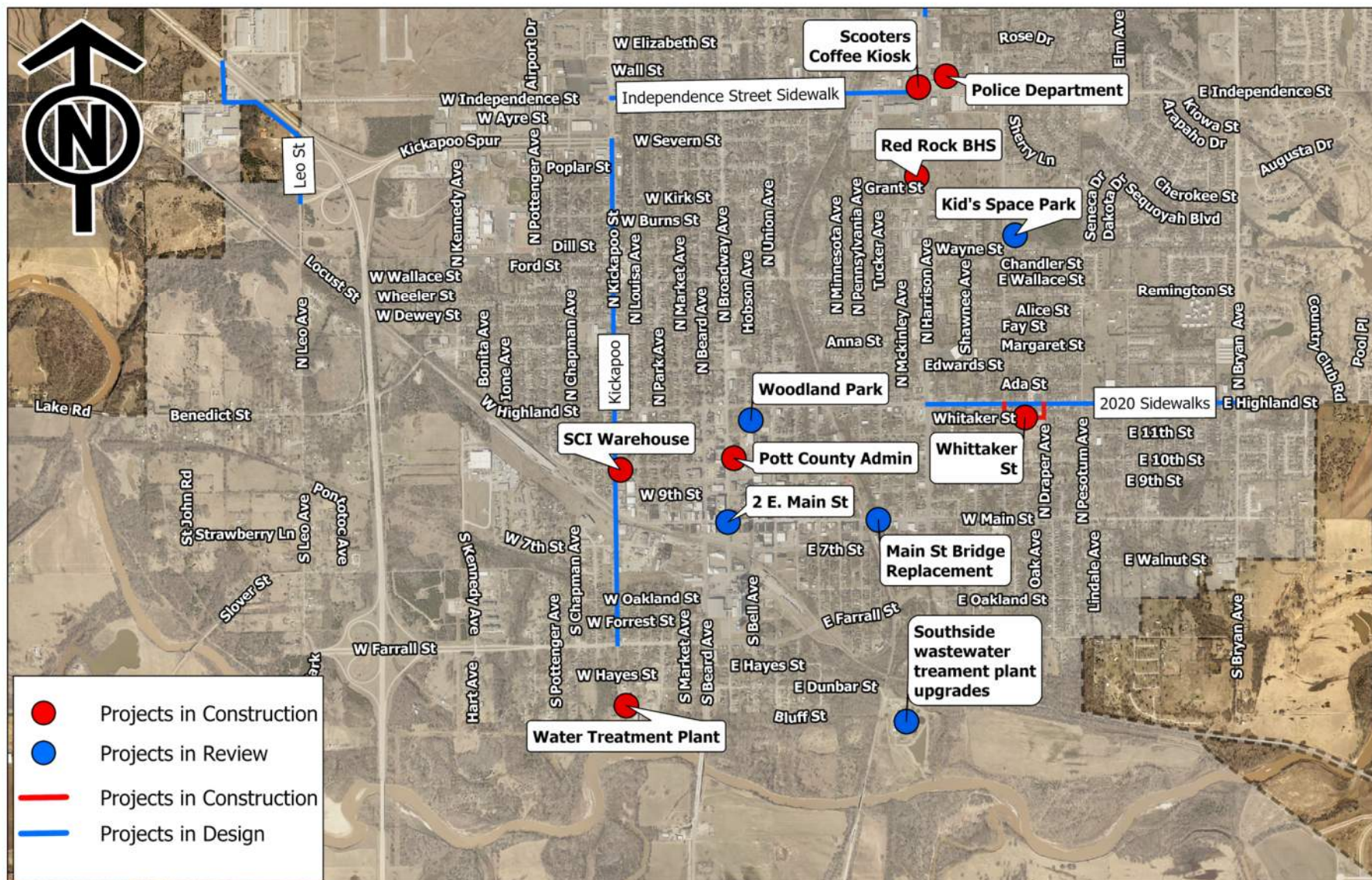
Seth Barkhimer, City Engineer – Update on current Capital and Community Development projects.

Attachments

Staff Report







- ▶ 68 active residential remodel permits
- ▶ 16 add-on residential building permits
- ▶ 100 active new residential building permits
- ▶ 29 active commercial remodels
- ▶ 3 active commercial add-ons
- ▶ 14 of ongoing land use applications

DEVELOPMENT SERVICES OVERVIEW

Regular Board of Commissioners

12.

Meeting Date: 08/16/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma establishing the Lake Advisory Committee, pursuant to Chapter Two, Section 35 of the Shawnee Code of Ordinances.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA ESTABLISHING THE LAKE ADVISORY COMMITTEE, PURSUANT TO CHAPTER TWO, SECTION 35 OF THE SHAWNEE CODE OF ORDINANCES.

WHEREAS, the Mayor and City Commission may establish a committee to help better understand the needs of the citizens of the City of Shawnee, the residents of the Shawnee Twin Lakes, and protection of the City's water resources; and

WHEREAS, the Mayor and City Commissions desires to create a Lake Advisory Committee to review Chapter 16 of the Code of Ordinances of the City of Shawnee and provide recommendations for possible amendment, addition, or deletion; and

WHEREAS, the Mayor and City Commission seek recommendations from the Lake Advisory Committee relating to the possibility of commercial activity at the Shawnee Twin Lakes;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that the Lake Advisory Committee is established and shall be structured as follows:

Committee Make-Up: The Lake Advisory Committee shall be made up of no more than twelve (12) members appointed by the Mayor and approved by the City Commission as required by Chapter 2, Section 35 of the City Code. Two (2) member seats shall be reserved for sitting City Commission members and one (1) member seat shall be reserved for the City Attorney.

Scope: The Lake Advisory Committee shall review and make recommendations for amendments or additions to Chapter 16 of the City Code seen as necessary. The Committee shall also make recommendations that relate to potential commercial activity at the Shawnee Twin Lakes. These recommendations shall be reported to the City Commissions within ninety (90) days of the formation of the Committee. Once reported, the Committee shall dissolve unless its term is extended by the Mayor and City Commission.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK