

AGENDA
BOARD OF CITY COMMISSIONERS
August 1, 2022 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

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. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 8(b) and Shawnee Municipal Authority Agenda Item No. 3(a).
 - b. Minutes from the July 18, 2022 regular meeting.
 - c. Acknowledge the following minutes:
 - Senior Citizens of Shawnee Board Minutes from the May 10, 2022 regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the May 19, 2022 regular meeting.
 - Zoning Board of Adjustment Minutes from the November 18, 2021 regular meeting and the November 23, 2021 special call meeting.
 - d. Approve renewal of an Agreement with Shawnee Family YMCA for use of City property known as Lions Club Park for Fiscal Year 2022-2023.
 - e. Approve grant application to the "Edward Byrnes Memorial Grant" in the sum of \$23,824.00 for the Shawnee Police Department, to be shared with the Pottawatomie County Sheriff's Office.

f. Mayor's Appointments:

Shawnee Arts and Culture Commission

Nicki Sherman 1st Partial Term Expires: May 1, 2023

Replaces Robbie Kienzle – Deceased

3. Presentation by Animal Control to present the Pet of the Week.
4. Consideration and approval of the City Manager's hiring of Lindsey McNabb-Fox as the City's Finance Director and appointment as City Treasurer.
5. Consideration for the purchase of two (2) Unitrends 9032S backup appliances with warranty and support for three (3) years from Insight Public Sector in the total amount of Fifty-Two Thousand Four Hundred Thirty-Eight Dollars and Ninety-Seven Cents (\$52,438.97).
6. Consideration of an Agreement of Services with Standard Testing and Engineering Company for owner's representative inspection services and material testing for Woodland Veterans Park.
7. Consideration of a budget amendment for Fiscal Year 2022 – 2023 for Fund 001 General Fund to appropriate public safety fee revenue to be used for cost of three (3) additional firefighters.
8. Consider Bids:
 - a. Cammack Street Gravity Relief Line (Award)
 - b. Kickapoo Street Sidewalk Improvements (Open)
9. Administrative Reports:
 - a. Kickapoo Avenue Widening – Status Report – Seth Barkhimer, City Engineer
 - b. Code Enforcement – Process Overview – Seth Barkhimer, City Engineer
10. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
11. Commissioners Comments
12. 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. b.

Meeting Date: 08/01/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the July 18, 2022 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JULY 18, 2022 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, July 18, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:00 p.m. on July 14, 2022. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
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: None

INVOCATION

Commissioner Travis Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Rob Morris and Mr. Rick Young spoke during Citizens Participation.

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. 12(b).
- b. Consider approval of minutes from the July 5, 2022 regular meeting.
- c. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the June 1, 2022 regular meeting
 - License Payment Report for June 2022
 - Project Payment Report for June 2022

- d. Acceptance of the public improvements for Wildwood Addition and place maintenance bonds into effect.
- e. Approve renewal of the following agreements for Fiscal Year 2022-2023:
 - 1) Agreement with South Central Industries, Inc. for Right-of-way Maintenance Services.
 - 2) Agreement with Shawnee Shotgun Club for use of City Property known as Shawnee Twin Lakes Trap Range.

A motion was made by Commissioner Flood, seconded by Commissioner Matthews, to approve Consent Agenda Item Nos. 2(a-e). Motion carried 7-0.

AYE: Flood, Matthews, Engles, Bolt, Rutherford, Sehorn, Salter
NAY: None

AGENDA ITEM NO. 3: Presentation by Animal Control to present the Pet of the Week.

Animal Control Officers Brandi Spoon and Wendy Cole introduced Vanilla Float, a three (3) month old canine. The Animal Shelter currently has thirty-six (36) dogs, six (6) cats, and one (1) rooster.

AGENDA ITEM NO. 4: Presentation by the United States Small Business Administration to present information on federal disaster loans.

Ms. Andrea Weckmueller-Behringer, City Manager, introduced Ms. Barbara Nitis, with the United States Small Business Administration Office of Disaster Assistance. Ms. Nitis provided an overview of available assistance, which consisted of Business Physical Disaster Loans, Economic Injury Disaster Loans, and Home Disasters Loans.

AGENDA ITEM NO. 5: Consideration of a Funding Agreement between the Oklahoma Development Finance Authority and the City of Shawnee for the City of Shawnee P3 Infrastructure Project.

Mr. Jacob Foos, Assistant City Manager, explained the City of Shawnee was given positive determination on a Seven Hundred and Fifty-Thousand Dollar (\$750,000.00) grant for use on the Main Street Bridge Project.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve a Funding Agreement between the Oklahoma Development Finance Authority and the City of Shawnee for the City of Shawnee P3 Infrastructure Project. Motion carried 7-0.

AYE: Engles, Flood, Bolt, Rutherford, Sehorn, Salter, Matthews
NAY: None

AGENDA ITEM NO. 6:

Consideration of a Professional Service Agreement with Halff Associates Inc. for the development of the Shawnee Twin Lakes Master Plan.

Mr. Rian Harkins, Community Development Director, stated that the Shawnee Twin Lakes Advisory Committee recommended that a master plan be developed regarding the Shawnee Twin Lakes area. Mr. Harkins advised that the proposed Professional Services Agreement is a follow-up item to that recommendation. The proposed scope of work is expected to be completed within a nine (9) month timeframe.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a Professional Service Agreement with Halff Associates Inc. for the development of the Shawnee Twin Lakes Master Plan. Motion carried 7-0.

AYE: Sehorn, Rutherford, Salter, Matthews, Engles, Flood, Bolt
NAY: None

AGENDA ITEM NO. 7:

Public hearing and consideration of an ordinance to rezone property located at 502 North Beard Avenue from C-2 (Limited Office District) to R-2 (Medium Density Residential District). Case No. RZ08-22, Applicants: Rucker and Lugo.

Mr. Rian Harkins, Community Development Director, provided a staff report and explained Staff and the Planning Commission recommend approval.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 502 North Beard Avenue from C-2 (Limited Office District) to R-2 (Medium Density Residential District). Mr. Tyler Rucker and Mr. Jose Lugo appeared in favor of said rezoning. No one spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an ordinance to rezone property located at 502 North Beard Avenue from C-2 (Limited Office District) to R-2 (Medium Density Residential District).

Ordinance No. 2765NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT; LOT EIGHT (8), BLOCK FIVE (5), WOODLAND PARK ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; FROM ZONING CLASSIFICATION C-2 (LIMITED OFFICE DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Matthews, Engles, Flood, Bolt, Rutherford, Sehorn, Salter
NAY: None

Ordinance No. 2765NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance to rezone property located at 1303 West Farrall Street from A-1 (Rural Agriculture District) to C-3 (Highway Commercial District). Case No. RZ09-22, Applicant: Kaye Steele.

Mr. Rian Harkins, Community Development Director, provided a staff report and explained Staff and the Planning Commission recommend approval.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 1303 West Farrall Street from A-1 (Rural Agriculture District) to C-3 (Highway Commercial District). Ms. Kaye Steele appeared in favor of said rezoning. No one spoke against said rezoning. The public hearing was closed.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve an ordinance to rezone property located at 1303 West Farrall Street from A-1 (Rural Agriculture District) to C-3 (Highway Commercial District).

Ordinance No. 2766NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, LESS AND EXCEPT THAT PORTION OF SUBJECT PROPERTY TAKEN FOR HIGHWAY PURPOSES AS SHOWN BY REPORT OF COMMISSIONERS RECORDED IN BOOK 187, PAGE 686 AND BY REPORT OF COMMISSIONERS RECORDED IN BOOK 220, PAGE 692 AND BY REPORT OF COMMISSIONERS RECORDED IN BOOK 229, PAGE 66 AND BY JOURNAL ENTRY RECORDED IN BOOK 258, PAGE 457, RECORDS OF THE COUNTY CLERK OF POTTAWATOMIE COUNTY; FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURE DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter, Matthews, Engles
NAY: None

Ordinance No. 2766NS was adopted by the City Commission.

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 506 North Beard Avenue from C-3 (Highway Commercial District) to R-2 (Medium Density Residential District). Case No. RZ10-22, Applicant: Abraham Santana.

Mr. Rian Harkins, Community Development Director, provided a staff report and explained Staff and the Planning Commission recommend approval.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 506 North Beard Avenue from C-3 (Highway Commercial District) to R-2 (Medium Density Residential District). Mr. Abraham Santana appeared in favor of said rezoning. No one spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an ordinance to rezone property located at 506 North Beard Avenue from C-3 (Highway Commercial District) to R-2 (Medium Density Residential District).

Ordinance No. 2767NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT; THE SOUTH HALF OF LOT SEVEN (7), BLOCK FIVE (5), WOODLAND PARK ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; FROM ZONING CLASSIFICATION C-3 (HIGHWAY COMMERCIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Matthews, Engles, Flood, Bolt, Rutherford, Sehorn, Salter
NAY: None

Ordinance No. 2767NS was adopted by the City Commission.

AGENDA ITEM NO. 10:

Public hearing and consideration of an ordinance to rezone property located at 506 North Beard Avenue from R-2 (Medium Density Residential District) to R-2 (Medium Density Residential District) with a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU). Case No. CUP04-22, Applicant: Abraham Santana.

Mr. Rian Harkins, Community Development Director, stated that after public notification, but prior to the July 6, 2022, Planning Commission meeting, the applicant withdrew the application.

There was no action taken.

AGENDA ITEM NO. 11

Consideration of the following budget amendments for Fiscal Year 2022-2023:

- a. Fund 001 General Fund to appropriate fund balance for General Fund for encumbrances in Fiscal Year 2021-2022 which goods and services were not received in Fiscal Year 2021-2022 but will be received in Fiscal Year 2022-2023. Also, additional transfers from Shawnee Municipal Authority due to Fiscal Year 2021-2022 reduced transfers due to timing issues.
- b. Fund 301 Capital Improvement Fund to appropriate fund balance for Capital Improvement Fund for encumbrances in Fiscal Year 2021-2022 which goods and services were not received in Fiscal Year 2021-2022 but will be received in Fiscal Year 2022-2023.
- c. Fund 301 Capital Improvement Fund to appropriate grant revenue for capital expenditures in Fiscal Year 2022-2023.
- d. Fund 303 2018 Capital Improvement Fund to appropriate fund balance for 2018 Capital Improvement Fund for encumbrances in Fiscal Year 2021-2022 which goods and services were not received in Fiscal Year 2021-2022 but will be received in Fiscal Year 2022-2023.

Mr. Jacob Foos, Assistant City Manager, provided a staff report.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the budget amendments listed in Agenda Item Nos. 11(a-d). Motion carried 7-0.

AYE: Matthews, Rutherford, Sehorn, Salter, Engles, Flood, Bolt

NAY: None

AGENDA ITEM NO. 12

Consider Bids:

- a. Woodland Veterans Park Improvements Project (Award)

Mr. Brad Schmidt, Public Works Director, announced that six (6) bids were received. After review and consideration, it was Staff's recommendation to award the bid to Downey Contracting, LLC of Oklahoma City, Oklahoma in the total amount of Four Million Seven Hundred Sixty-Eight Thousand One Hundred Fifty-Three Dollars (\$4,768,153.00), which includes the base bid of Four Million, Six Hundred Forty-Eight Thousand Thirty-Three Dollars (\$4,648,233.00), plus all additional alternates totaling One Hundred Nineteen Thousand Nine Hundred Twenty Dollars (\$119,920.00).

A motion was made by Mayor Bolt, seconded by Commissioner Sehorn, to award the bid to Downey Contracting, LLC in the total amount of Four Million Seven Hundred Sixty-Eight Thousand One Hundred Fifty-Three Dollars (\$4,768,153.00). Motion carried 7-0.

AYE: Bolt, Sehorn, Salter, Matthews, Engles, Flood, Rutherford

NAY: None

- b. Cammack Street Gravity Relief Line (Open)

BIDDER

AMOUNT

Krapff-Reynolds Construction Co. Oklahoma City, OK	\$626,330.50
Downey Contracting, L.L.C. Oklahoma City, OK	\$831,971.00

Mr. Brad Schmidt, Public Works Director, read two (2) bids into the record. Mr. Schmidt requested the bid award be deferred to a future 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 7-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter, Matthews, Engles

NAY: None

AGENDA ITEM NO. 13

Acknowledge monthly Sales Tax and Budget Reports.

Mr. Jacob Foos, Assistant City Manager, reported sales tax is up Three Hundred Twenty-Nine Thousand Six Hundred Seventy-Four Dollars (\$329,674.00) or Sixteen Point Eight Four Percent (16.84%), over the projected budget year-to-date. He stated that use tax collections are up approximately Fourteen Thousand Seven Hundred Eighty-Four Dollars (\$14,784.00) or Five Point Seven Three Percent (5.73%), over the projected budget year-to-date.

AGENDA ITEM NO. 14

Administrative Reports:

- a. Quarterly One-Half Cent Sales Tax Overview – Jacob Foos, Assistant City Manager

Mr. Jacob Foos, Assistant City Manager, gave presentation with an update on the one-half cent (\$0.005) sales tax.

- b. Lions Club Park Ball Fields – Andrea Weckmueller-Behringer, City Manager

Ms. Andrea Weckmueller-Behringer, City Manager, gave an overview of the agreement between the City of Shawnee and the Troy & Dollie Smith Family YMCA regarding the Lions Club Park Ball Fields.

- c. Santa Fe Depot Update – Rian Harkins, Community Development Director

Mr. Rian Harkins, Community Development Director, gave an update on the Santa Fe Depot.

AGENDA ITEM NO. 15:

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. 16:

Commissioners Comments

Commissioner Salter spoke regarding the number of ongoing City projects and addressed a concern mentioned by Mr. Morris during Citizens Participation.

Commissioner Sehorn spoke regarding the number of ongoing City projects, sales tax, and the International Finals Youth Rodeo.

Vice Mayor Rutherford spoke regarding the Shawnee Twin Lakes Master Plan.

Commissioner Flood spoke regarding City project completions, rezonings and project improvements, the Santa Fe Depot, and addressed Mr. Morris' concerns from Citizens Participation.

Commissioner Engles spoke regarding Citizens Participation, the Public Works Department Staff, the International Finals Youth Rodeo, the Santa Fe Depot, and the Shawnee Twin Lakes Master Plan.

Commissioner Matthews spoke regarding administrative reports provided by Staff, the Kickapoo Street expansion project, the International Finals Youth Rodeo, the Shawnee Twin Lakes Master Plan, Sales Tax, the Santa Fe Depot, and addressed Mr. Young's concerns from Citizens Participation.

Mayor Bolt spoke regarding sales tax, recent events in the community, the Shawnee Twin Lakes Master Plan, Homeless Resource Center, and addressed concerns from Mr. Morris and Mr. Young from Citizens Participation.

AGENDA ITEM NO. 17:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:12 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 08/01/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Senior Citizens of Shawnee Board Minutes from the May 10, 2022 regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the May 19, 2022 regular meeting.
 - Zoning Board of Adjustment Minutes from the November 18, 2021 regular meeting and the November 23, 2021 special call meeting.
-

Attachments

Senior Citizens of Shawnee Board

Shawnee Beautification, Parks, and Recreation Committee

ZBOA 11-18-2021

ZBOA 11-23-2021

SHAWNEE RECREATION

Office of the Recreation Manager

MEETING MINUTES

Senior Citizens of Shawnee Board
Tuesday, May 10, 2022 9:30 a.m.
Shawnee Senior Recreation Center

		Present	Absent
Chairperson	John Belzer	<u>X</u>	<u> </u>
Vice Chair	Albert Rice	<u>X</u>	<u> </u>
Secretary	Ann Dowdy	<u>X</u>	<u> </u>
Member	Phyllis Croswell	<u>X</u>	<u> </u>
Member	Bill Haley	<u>X</u>	<u> </u>
Member	Jeanni Pruitt	<u> </u>	<u>X</u>
Member	Shirley Gregory	<u>X</u>	<u> </u>
Member	Sally Murphey	<u>X</u>	<u> </u>
Member	Janice Orlauski	<u> </u>	<u>X</u>
City Commissioner	Ben Salter	<u>X</u>	<u> </u>
City Staff	Kerri Foster	<u>X</u>	<u> </u>
City Staff	Amy Riggins	<u>X</u>	<u> </u>
City Staff	Brad Schmidt	<u> </u>	<u>X</u>

AGENDA NO 1 Call to Order

Meeting was called to order at 9:31 am.

AGENDA NO 2 Roll call and Declaration of a Quorum

Roll was called and a quorum was declared.

AGENDA NO 3 Approval of previous minutes

Phyllis Croswell made a motion to approve the minutes for the March 8, 2022 meeting. Shirley Gregory seconded the motion. Minutes were approved by roll call vote.

AGENDA NO 4 Continuation of Discussion of Board Goals and Objectives

Chairperson John Belzer asked for additional ideas and suggestions for the center.

Kerri Foster clarified that board goals were to be items that the board itself would work on to support and come along side of the Recreation Staff. While suggestions for items the Recreation Staff could implement at the center are always welcome, board goals are more for the board to accomplish as a group.

The subject of volunteering and recruiting more volunteers was brought up. Several members talked about examples of successful volunteer programs both here in Shawnee and in other communities. A question was asked about the existence of the RSVP (Retired and Seniors Volunteer Program), which is now named VIP (Volunteers Impacting People). Amy Riggins affirmed the VIP Program is going strong and is actually officed here at the Senior Recreation Center. She suggested a representative from VIP could come share about their program at a future board meeting.

Discussion ensued and several other suggestions were made by members, but no conclusions were reached. John Belzer asked board members to continue to think about possible board goals and come next time to resume the discussion.

AGENDA NO 5 Possible Action on Board Goals and Objectives

None taken.

AGENDA NO 6 Staff and Program Updates

Amy noted the board packet included the May activity calendar as well as the upcoming Avedis Foundation Health Week 2022 schedule. May 25, 2022 is the National Senior Health and Fitness Day and the Senior Recreation Center will have special events, health information, and giveaways available that day. The Recreation Department is currently looking for a part time Recreation Aide to fill one empty position.

AGENDA NO 7 Pottawatomie County Senior One/Cent Sales Tax Purchases Update

The April monthly allocation from the county was \$1907.00. The unspent balance is \$29,145.00, and the unencumbered amount is \$23,975.

Unfortunately, the kitchen supply company has still been unable to secure the delivery of the long-awaited ice dispenser. The Recreation Staff is still pursuing all options to find an available unit.

AGENDA NO 8 Update on Calling Program

Albert Rice said the calling program is going well. More board members were encouraged to participate. Amy Riggins indicated that the board could expand the program to include home-bound seniors who are not currently a part of the senior recreation center, but this decision would be up to the board.

AGENDA NO 9 New Business

Ann Dowdy has asked to step down as Board Secretary. John Belzer asked if anyone would like to volunteer. Since no one was willing to at this juncture, Amy Riggins suggested the act of filling the open spot could be brought up at the next board meeting.

Adjournment:

Motion was made to adjourn by Phyllis Croswell and seconded by Shirley Gregory. Motion to adjourn was passed by roll call vote.

Date 6/14/2022

Chairperson John Belzer



**Shawnee Beautification, Parks and Recreation Committee
May 19th, 2022**

**The Shawnee Beautification, Parks and Recreation Committee met at the Commission Chambers at
16 W 9th Street Shawnee, OK 74801.**

Roll Call was taken showing the following members present:

		Present	Absent
Member	Travis Flood	<u> X </u>	<u> </u>
Member	Sherry Lankford	<u> X </u>	<u> </u>
Member	Chad Payn	<u> X </u>	<u> </u>
Member	Ian Hayes	<u> X </u>	<u> </u>
Member	Vickie Winters	<u> X </u>	<u> </u>
City Staff	Brad Schmidt	<u> X </u>	<u> </u>
City Staff	Cody Ellis	<u> X </u>	<u> </u>
City Staff	Clint Bowen	<u> X </u>	<u> </u>
City Staff	Mikaylia Linkinhoker	<u> X </u>	<u> </u>
City Staff	Kerri Foster	<u> X </u>	<u> </u>
City Staff	Amy Riggins	<u> X </u>	<u> </u>

- AGENDA NO 1** **Call to Order.** Meeting was called to order at 4:05 pm.
- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.
- AGENDA NO 3** **Consider Meeting Dates for 2022.** A motion to approve was made by Sherry Lankford. It was 2nd by Travis Flood. Motion carried 5-0.
- Roll Call: Aye: Flood, Lankford, Payn, Hayes, Winters.
Nay: None.
- AGENDA NO 4** **New Business.** Appointment of Committee Chairman was discussed. Committee agreed to defer until June 2022 meeting.
- AGENDA NO 5** **Public Comments.** Rob Morris thanks Committee members and discusses Depot Beautification.
- AGENDA NO 6** **Committee Comments.** Brad Schmidt provides updates on Kidspace Park and Woodland Park. Kerri Foster provides updates on programs and upcoming events.
- AGENDA NO 7** **Adjournment.** Meeting was adjourned at 4:20 p.m. A motion was made by Sherry Lankford. It was 2nd by Travis Flood. Motion carried 5-0.
- Roll Call: Aye: Flood, Lankford, Payn, Hayes, Winters.
Nay: None.

Date 4-16-22

Chairman Chad Payn

ZONING BOARD OF ADJUSTMENT

DATE: November 18, 2021

Regular Meeting

The Zoning Board of Adjustment met at a regularly scheduled meeting on Thursday, November 18, 2021 at 2:30 p.m. in the Commission Chambers at City Hall, Shawnee, Oklahoma, Pottawatomie County, pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1 Call to Order

Chair Holly Gordon called the November 18, 2021 meeting of the Shawnee Zoning Board of Adjustment to order at 2:30 PM.

AGENDA ITEM NO. 2: Roll Call

Upon roll call, the following Board members were present Holly Gordon, Brandon Dyer, and Crystal Richardson

Board member Mark Cannon was noted as absent.

A quorum was declared present.

AGENDA ITEM NO. 3: Consideration of approval of the minutes from the regular meeting of the Zoning Board of Adjustment on August 19, 2021.

Board member Dyer made a motion to approve the minutes as presented to form, which was seconded by Board member Richardson.

The motion passed 3-0-0.

AYE: Dyer, Gordon, Richardson

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 4: Public hearing and consideration of an application for a Variance at the property located at 2130 W. Benedict Street. Request for a variance from the 175' minimum distance between driveways requirement for property zoned in A-1 (Rural Agricultural District). Case No. ZBOA04-21, Applicant: Freddie White

Chair Gordon read Agenda Item No. 3 and asked for a staff report.

City Planner Rachel Clyne described the request for the variance and worked her way through the staff report. The subject property is located at 2130 W. Benedict Street and is zoned A-1 (Rural Agricultural District). On the 20-acre property, the applicant has recently constructed a single-family residential structure and an accessory building. Before these improvements were made by the applicant, the land was undeveloped but for three (3) accessory structures that were considerably set back (north) from the road (West Benedict Street) and two (2) driveways. Both driveways were paved but have aged and are in disrepair. During the building permitting and inspections process, the applicant was advised by the building inspections staff that only one (1) driveway would be allowed. It is staff's understanding was that the driveway to the west would not be utilized or resurfaced.

The new house and new accessory building were constructed on both sides (east and west) of the east existing driveway. The building inspections staff noticed that concrete was being poured in front (south) of the accessory structure. The building inspections staff advised the applicant not to pour any closer

to the street (Benedict) because driveways must be separated in distance by specific number of feet. It is staff's understanding that despite the warning of violation, the paving would be extended to the road (Benedict) and become a driveway. The Building Inspector, Kevin Moore, advised that such action was "*at your own risk*" because it was not in compliance with the Zoning Code. When queried about future consequences, Mr. Moore advised that a variance may be possible but was not guaranteed.

The applicant approached Planning staff to discuss a variance for a reduction in the requirement of the 75' separation between driveways for his property located at 2130 W. Benedict Street. Upon receipt of the application and supporting documents, a notice of a public hearing was published in the newspaper, and notices of a public hearing were mailed to property owners within 300' of the subject property.

Discussion

The Shawnee Zoning Code includes the City's Subdivision Regulations. From those regulations, in **Section 40.2.1 Streets – General Requirements, Table 3 -- Minimum Separation of Driveways**, the distance required between driveways is based upon the type of street. The three (3) street types are Major Arterial, Minor Arterial, and Collector. The coordinating distances are 175', 150', and 75'. According to the 2040 Comprehensive Plan, **FIGURE 4.1: Potential Connectivity Plan - City Core**, West Benedict Street is identified as a *Collector*, which requires a minimum of 75' separation between driveways.

The distance between the west driveway and the accessory building (new) driveway is negligible. As a goodwill gesture, staff agreed to remove the west driveway from the calculations. The "new" driveway serving the accessory building is approximately 30' with a five-foot (5') radius on each side, which equals approximately 40' in width. The distance from the eastern edge of the "new" driveway to the western edge of the existing "house" driveway is approximately fifteen-feet (15').

With the minimum separation requirement of 75', this request is for a variance approximately 60' of separation.

In accord with Oklahoma Statute **11 O.S. 44-107, Section 22-571** of the Shawnee Zoning Code, the Zoning Board of Adjustment (ZBOA) may approve variances only after determining that certain conditions exist.

- 1) The application of the code to the particular piece of property would create an unnecessary hardship;
- 2) Such conditions are peculiar to the particular piece of property involved;
- 3) Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the code or the comprehensive plan; and
- 4) The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship.

Relating to the four (4) conditions for granting a variance, staff's comments were:

- 1) Requiring 75' distance between driveways on this property creates a hardship. Staff defines unnecessary hardship as: circumstance where special conditions, which were not self-created, affect a particular property and make strict conformity with restrictions governing area, setbacks, frontage, height or density unnecessarily burdensome or unreasonable considering the purposes of the Zoning Code.
- 2) Along West Benedict Street from Leo Avenue to the North Canadian River there is one property that has two driveways for a single parcel. A gated parcel of approximately 25-acres located

west of the subject property has a semi-circle drive outside of the gate. The remaining properties have one driveway per parcel.

The distances between driveways vary from hundreds of feet to 30'. Some driveways are side by side, which serve two closely placed residences. The land toward Leo Avenue is typically parcels between 1.5 – 2-acres of land. The smaller tracts of land seemingly have driveways closer to another. Many of the properties along that section of W. Benedict St have single-family homes and one or more accessory buildings. The larger parcels are toward the west, and they range in size from 4 – 6 acres to 25-acre parcels

- 3) Granting the variance would not cause substantial detriment to the public good; however, there is a safety concern should the property be developed, sold, or rezoned in the future. Staff currently does not anticipate a traffic problem with two vehicles leaving from each driveway at the same time without awareness of each other. The purposes and intent of the code or the comprehensive plan would be impaired if the variance is granted. The City adopted the Zoning Code and Comprehensive Plan to establish, maintain, and enforce regulations to protect the health, safety, and welfare of the community.
- 4) If the variance were approved, it would be the “easiest” way to alleviate an unnecessary hardship. Staff finds this hardship to be self-created, so the granting of a variance is not an option.

Planner Clyne reminded the Board members that according to **Section 22-572** of the Zoning Code indicates that burden of truth is on applicant(s) seeking a variance.

Planner Clyne gave her recommendation for **Denial** to the Zoning Board of Adjustment for **ZBOA04-21** a **Variance** of 60' of required 75' distance between driveways at property located at 2130 W. Benedict Street in Shawnee, Oklahoma with the following conditions:

Chair Gordon asked the Board members if there were any questions for staff. Seeing none, she opened the public hearing for ZBOA04-21.

The applicant Freddie White was present and available for questions. Cecil Cole and Rob Morris both directed comments to the Board.

Following substantial discussion amongst Board members, staff, and the applicant, it was suggested that the item be deferred to a future meeting so the Shawnee Building Inspector, Kevin Moore, could attend and participate in the review of ZBOA04-21.

Board member Richardson made a motion to **Defer ZBOA04-21** until a Special Meeting to be called for November 23, 2021, at 3:30 p.m., which was seconded by Board member Dyer.

Following any discussion, the motion passed 3-0-0.

AYE: Dyer, Gordon, Richardson

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 5

Review and Approval of the 2022 Calendar of ZBOA Meeting Dates

Board member Richardson made a motion to Approve the 2022 Calendar of ZBOA Meeting Dates as presented, which was seconded by Board member Dyer.

Following any discussion, the motion passed 3-0-0.

AYE: Dyer, Gordon, Richardson
NAY: None
ABSTAIN: None

AGENDA ITEM NO. 6:

City Planner Report

None

AGENDA ITEM NO. 7:

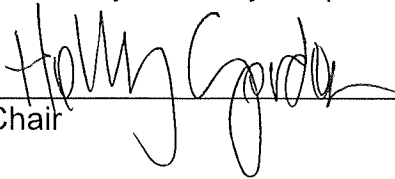
Board Members' Comments

Chair Gordon expressed she enjoyed serving on the board and commented the ZBOA has been able to help make changes. Board member Dryer stated he appreciated the Board working together.

AGENDA ITEM NO. 8:

Adjournment

The meeting was adjourned by the power of the Chair at 3:34 PM.



Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

ZONING BOARD OF ADJUSTMENT

DATE: November 23, 2021

Special Meeting

The Zoning Board of Adjustment met for a special meeting on Thursday, November 23, 2021, at 3:30 p.m. in the Commission Chambers at City Hall, Shawnee, Oklahoma, Pottawatomie County, pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1 Call to Order

Chair Holly Gordon called the November 23, 2021, special meeting of the Shawnee Zoning Board of Adjustment to order at 3:30 PM.

AGENDA ITEM NO. 2: Roll Call

Upon roll call, the following Board members were present Holly Gordon, Brandon Dyer, and Crystal Richardson

A quorum was declared present.

AGENDA ITEM NO. 3: Public hearing and consideration of an application for a Variance at the property located at 2130 W. Benedict Street. Request for a variance from the 175' minimum distance between driveways requirement for property zoned in A-1 (Rural Agricultural District).
Case No. ZBOA04-21, Applicant: Freddie White

Chair Gordon read the agenda and asked for staff to briefly recap the ZBOA meeting on November 18, 2021. Planner Clyne advised the previous meeting had resulted in a deferral of ZBOA04-21 and that Kevin Moore, Building Inspector, was present as requested by the Board members.

The applicant Freddie White was present and available for questions. The Zoning Board of Adjustment members clarified information with Inspector Moore and discussed different options with the applicant and staff.

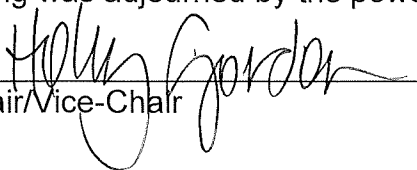
Chair Gordon made a motion to **Deny ZBOA04-21**.
The motion did not receive a Second, and the motion died.

Board member Dyer made a motion to "**Approve** the variance request with the condition of 37' between the eastern edge of the shop driveway to the western edge of the 'to be poured' house driveway and subject to necessary permits and inspections", which was seconded by Board member Richardson. The motion passed 3-0-0.

AYE: Dyer, Gordon, Richardson
NAY: None
ABSTAIN: None

AGENDA ITEM NO. 7 Adjournment

The meeting was adjourned by the power of the Chair at 3:34 PM.


Chair/Vice-Chair

/s/ Rachel Clyne, City Planner

Regular Board of Commissioners

2. d.

Meeting Date: 08/01/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of an Agreement with Shawnee Family YMCA for use of City property known as Lions Club Park for Fiscal Year 2022-2023.

Attachments

Agreement

AGREEMENT

This Agreement ("Agreement") is entered into between the City of Shawnee, a municipal corporation ("City"), and Troy & Dollie Smith Family YMCA, a non-profit Oklahoma corporation ("YMCA"), collectively the ("Parties").

WHEREAS the City is the owner of public property and the facility known as Lions Club Park in the City of Shawnee, Pottawatomie County, State of Oklahoma; and

WHEREAS the City recognizes that the sports field and facility located at Lions Club Park shall be used for certain recreational purposes for the benefit of the health, safety, and welfare of the residents of the City of Shawnee; and

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the operations of the youth sports program and the use of City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the YMCA agree as follows:

1. The City hereby grants the rights and privilege to the YMCA to use the facilities and property located generally at Lions Club Park, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2022 and end on June 30, 2023. It is agreed that the YMCA is given eight (8) consecutive options to renew this amended lease upon execution of the amended lease with the first renewal term beginning on July 1, 2021. The options to renew are for the purpose of future planning and development of the facilities unless sooner terminated in accordance with the express provisions of this agreement or renewed as provided in this section. Each option shall be for one (1) year unless revoked in writing by the City or the YMCA, by May 1 of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, deliverable by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the YMCA shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any, and all, structures which have been placed or constructed on the Property by the YMCA shall become the property of the City unless otherwise mutually agreed in writing by the City and the YMCA. The parties acknowledge that the YMCA shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as a lease payment for the use of the Property.

3. Before any changes are made in the form of capital improvements and structures, and before the construction of any permanent building, the YMCA shall obtain approval from the City Manager for such changes or construction costing fifty-thousand dollars (\$50,000.00) or less. All changes or construction costing in-excess of fifty-thousand dollars (\$50,000.00) shall require the approval of the City Commission. All permanent improvements to the site must be listed by cost and description and dedicated to the City through City Commission action.
4. It is agreed that the Property area is to be used by the YMCA solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of playing, training and promoting various sports, and associated supportive services. Any other use of the Property area must be approved by the City. The YMCA shall provide the City with by-laws, league rules, league registration fees and schedules of all the YMCA activities. It is further agreed between the Parties that the YMCA shall make every effort to accommodate the Shawnee School System to facilitate shared use, at no cost to the school district. If the YMCA makes the property available for use by others, the YMCA shall prepare fields for play and determine costs and assess such costs against such entities using the property.
5. The YMCA shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager, or designee. The YMCA may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for YMCA or for the conduct of a sport not sponsored by YMCA. YMCA will be responsible for informing all other entities using the City fields of the rules and obligations for the use of the fields.
6. The YMCA will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the YMCA, its invitees, employees, representatives and successors from the failure of the YMCA to keep the property and ball fields area and structures in good condition and repair or for any negligent or intentional act committed by YMCA, its employees, officers, successors and assigns resulting in injury of any kind.
7. The YMCA, at its expense, shall keep in force, during the term of this Agreement, general liability insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance Commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager, for the protection of the City and the YMCA against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a general liability policy or policies in the amount of one million dollars (\$1,000,000.00).

8. The Parties agree hiring a contractor to maintain the grounds, including, but not limited to, mowing, edging, weed control and dirt dragging is of best interest to the Property and Parties. The Parties agree the YMCA will be responsible for engaging, contracting, and managing the hired contractor. In addition, the Parties agree to split evenly the cost of the contractor, however; contractor selected, and cost must be mutually agreed-upon prior to engagement by the YMCA for purpose of proper budgeting. The YMCA will provide all maintenance to all game fields, including restrooms, the concession areas and the areas adjacent thereto; all janitorial and sanitizing service and supplies; refuse receptacles and liners to be disposed of on an as needed basis; field supplies and service including chalk, paint, and other equipment; turf and infield supplies. Major repairs to facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, painting of buildings, and fencing replacement, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the YMCA. The YMCA will be responsible for repair of sprinkler heads when necessary, minor repairs to the concession building; replacement of food preparation equipment; minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement; light bulb replacement and minor fence repair. The YMCA shall be responsible for ensuring that trash is picked up from dugouts, bleachers and grounds after games and deposited into containers provided by the City. The setting and purchase of bases, yardage markers, flags and such equipment as is necessary shall be the responsibility of the YMCA. Field maintenance equipment such as infield drags, motorized carts, shovels, rakes, mowers and the like, purchased by the YMCA, shall remain the property of the YMCA. The YMCA shall exercise a high degree of care in ensuring playing surfaces are continually in good repair during the term of this agreement. The City shall provide a maximum of two (2) loads, or amount agreed-upon by the City Manager, per year of topsoil for game fields at no charge to the YMCA. The City shall be charged for electric services, solid waste services, sewer and water for the Property, including, but not limited to, field lighting, concession building and field storage facilities. The YMCA will exercise reasonable efforts to conserve electric and water usage. The YMCA shall be responsible for turning on and off facility water. For night games, the YMCA will use lights for only those fields in which games will be played and for the safety of the participants.
9. The YMCA will exercise reasonable efforts to make its customers aware of parking regulations during YMCA activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, is not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The YMCA agrees to provide activities, primarily for Shawnee area without discrimination as to race, religion, color, creed, sex, or national origin. Said activities will include leagues for all levels of play to include open and recreational leagues. Under normal conditions, YMCA activities will not be scheduled to start after the hours of 10:30 p.m., on Sundays through Thursdays, and 11:00 p.m., Fridays through Saturdays.

11. If any person believes that the YMCA has violated the provisions of this Agreement and has exhausted all appeal procedures through the YMCA Board, that person may file a written complaint with the City Manager, or designee. The City Manager, or designee shall so advise the YMCA, provide it with a copy of the complaint, and give the YMCA ten (10) days to consult with counsel and file a written response with the City Manager, or designee. Thereafter, the City Manager may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the YMCA, advise of a ruling on the matter by the City Manager, if possible. Failure of the YMCA to follow the directions so given by the City Manager may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the YMCA Board. Alternatively, the YMCA may designate one (1) person to serve as a liaison between the YMCA and the City to address issues regarding maintenance and program administration. The YMCA will provide the City, semi-annual financial statements and reports of business activities. The YMCA shall inform the City Manager of changes to league rules and By-Laws in its semiannual report after the change becomes effective. There shall be ultimate City Commission review for capital improvements in excess of fifty-thousand dollars (\$50,000.00) The YMCA shall permit the City Manager, or designee to conduct a final review of its operations at any time per discretion of the City.
13. The YMCA shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.
14. This Agreement shall only be amended in writing by the mutual consent of the YMCA and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IT WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, on _____.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

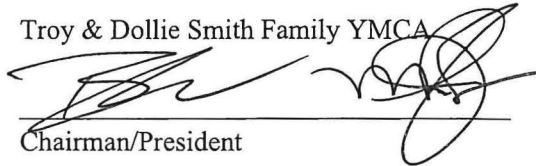
Andrea Weckmueller-Behringer, City Manager

Attest:
(SEAL)

Lisa Lasyone, City Clerk

Troy & Dollie Smith Family YMCA

Chairman/President



Attest:
(SEAL)

Clerk/ Secretary

Approve as to form and legality on _____.

Joseph M. Vorndran, City Attorney

Regular Board of Commissioners

2. e.

Meeting Date: 08/01/2022

Grant

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve grant application to the "Edward Byrnes Memorial Grant" in the sum of \$23,824.00 for the Shawnee Police Department, to be shared with the Pottawatomie County Sheriff's Office.

Attachments

Grant Memo



Police Department

912 E. Independence
Shawnee, OK 74801
ShawneeOK.org

Date: July 28, 2022
To: City Commission
From: Mason Wilson, Chief of Police
Subject: Approve grant application process for the 2023 Edward Byrnes Memorial Grant

We are requesting approval to apply for the 2023 Edward Byrnes Memorial Grant. We are eligible for \$23,824.00 to be shared between the Shawnee Police Department and the Pottawatomie County Sheriff's Office.

This is a grant we seek each year to buy equipment. The focus this year is on less lethal weapons and ammunition.

Shawnee Police Department will receive \$10,912.00.

Pottawatomie County Sheriff's Office will receive \$10,912.00.

Regular Board of Commissioners

2. f.

Meeting Date: 08/01/2022

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

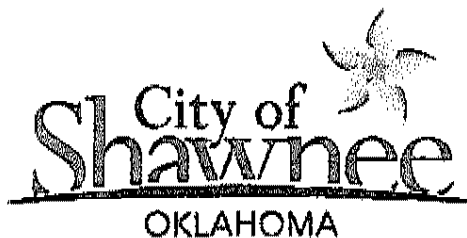
Shawnee Arts and Culture Commission

Nicki Sherman 1st Partial Term Expires: May 1, 2023

Replaces Robbie Kienzle – Deceased

Attachments

Mayors Appointment



APPLICATION TO SERVE

Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Nicki Sherman</u>	Application Date: <u>7/13/22</u>
Address: <u>210 E. Chicago Street 74804</u>	Date of Birth: <u>3/20/73</u>
Mailing Address: <u>Same</u>	
Daytime Phone: <u>(405) 590-5108</u> Fax: <u>(405) 273-5172</u>	Email: <u>ehamsmom@gmail.com</u>
Profession: <u>Nurse Practitioner</u>	
Business Name: <u>SSM Health</u>	
Business Address: <u>3315 Kethley Rd Shawnee</u>	
Business Phone: <u>(405) 273-5801</u> Fax: <u>(405) 273-5172</u>	Email: <u>Amy.Sherman@ssmhealth.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 49

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☒ Arts and Culture Commission	☐ Oklahoma Baptist University Trust Authority
☐ Beautification, Parks, and Recreation Committee	☐ Planning Commission
☐ Board of Adjustment (Zoning)	☐ Senior Citizens of Shawnee Board
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contract Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Other _____

Why are you interested in serving on the Board/Committee/Commission selected above?

I am a lifelong patron of the arts. I want to help grow Shawnee's arts scene.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I have a Bachelor's and Masters in Piano Performance. I am very active @ Shawnee Little Theatre and am a former dance instructor in Shawnee.

What civic or volunteer activities (if any) are you currently involved in?

Shawnee Little Theatre - Board of Directors, Actor, Director; Emmanuel Episcopal Church

List education, including degree(s) earned:

MSN - Vanderbilt University, BSN - Oklahoma Baptist University, MM Piano Performance - University of Oklahoma; BM - Piano Performance OBO

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

No

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Randy Kamm</u>	<u>Direct Supervisor - SSM</u>	<u>(405) 273-5201</u>
<u>Rebecca Fry</u>	<u>Shawnee Little Theatre</u>	<u>(405) 227-3062</u>
<u>Sherril Thompson</u>	<u>Friend</u>	<u>(405) 618-9944</u>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Heck Sherman

Date 7/13/22

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Regular Board of Commissioners

4.

Meeting Date: 08/01/2022

Hiring

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and approval of the City Manager's hiring of Lindsey McNabb-Fox as the City's Finance Director and appointment as City Treasurer.

Attachments

Memo



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: July 28, 2022
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration and approval of the City Manager's hiring of Lindsey McNabb-Fox as the City's Finance Director and appointment as City Treasurer.

Background: I have extended an employment offer to Lindsey McNabb-Fox to be the City's next Finance Director and City Treasurer, subject to approval by the City Commission and effective August 15, 2022. In accordance with Article V, Section 2 of the City Charter, the appointment of a department head shall not become effective until approved by the Board of Commissioners. Furthermore, per Article III, Section 9 of the Charter, the City Treasurer shall be appointed by the City Commission.

Ms. McNabb-Fox has an extensive municipal finance and accounting background. Early in her career, she worked in the private sector before moving into state and municipal government starting in 2010. Ms. McNabb-Fox most recently held the position of Director of Financial Services for the City of Bridgeport, Texas, which followed an eight-year period of working for the City of Oklahoma City, Oklahoma as Budget Analyst, Risk Management and Budget specialists, and the Assistant Budget Director.

Ms. McNabb-Fox' experience includes government accounting, financial policy development, budget management, revenue and expense projections, account reconciliations, financial statement preparations, auditing, tax preparation, payroll, and risk management. She holds a master's degree in Accounting from the Texas A&M University.

Ms. McNabb-Fox' career has equipped her with the skills and expertise necessary to succeed as the treasurer for the City of Shawnee, and her experience will without doubt be of great benefit to the entire community.

Financial Impact: As budgeted.

Attachment: None.

Staff Recommendation: Approval of the item.

Regular Board of Commissioners

5.

Meeting Date: 08/01/2022

Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration for the purchase of two (2) Unitrends 9032S backup appliances with warranty and support for three (3) years from Insight Public Sector in the total amount of Fifty-Two Thousand Four Hundred Thirty-Eight Dollars and Ninety-Seven Cents (\$52,438.97).

Attachments

Purchase



Information Technology

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: July 28, 2022
To: City Commission
From: Ryan Ayers, Information Technology Director
Subject: Consideration for the purchase of 2 Unitrends 9032S backup appliances with warranty and support for 3 years for a total cost of \$52,438.97.

Background: The two backup appliances will replace the current appliances that are used at City Hall. The purchase price includes three years of platinum support and service for both appliances. The new appliances have a larger storage capacity that will allow the backup of all the City's current servers and local databases.

The previous items were purchased individually for \$22,977.71 each with one year support at a cost of \$6,770.05 each. The two old devices over a three-year period would cost \$59,495.52. By purchasing the new devices and support for a three-year period, the City is able to capture a cost savings of \$7,056.55 over the previous appliances.

Financial Impact: \$52,438.97 from the Capital Improvement Fund, Information Technology – Capital Outlay, 301-5-0230-5450.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

SOLD-TO PARTY 11115869

CITY OF SHAWNEE
ACCOUNTS PAYABLE
PO BOX 1448
SHAWNEE OK 74802-1448

SHIP-TO

CITY OF SHAWNEE
ACCOUNTS PAYABLE
PO BOX 1448
SHAWNEE OK 74802-1448

Quotation

Quotation Number : [225175309](#)
Document Date : 23-JUN-2022
PO Number :
PO Release :
Sales Rep : Mark Latiolais
Email : MARK.LATIOLAIS@INSIGHT.COM
Telephone :

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB ORIGIN
Currency : USD

This quotation contains freight and tax estimates that are subject to change by Insight.

Material	Material Description	Quantity	Unit Price	Extended Price
RS-9032BPL-A	UNITRENDS RCVRY 9032S APPL BNDL W/ENT+ & PLAT SPT ANL SUB OPEN MARKET	1	8,667.11	8,667.11
RS-9032BPL-A	UNITRENDS RCVRY 9032S APPL BNDL W/ENT+ & PLAT SPT ANL SUB OPEN MARKET	1	8,667.11	8,667.11
RSHELIX32UNTA	UNITRENDS HELIX ADD-ON RESILIENCE SERVIC OPEN MARKET	1	0.01	0.01
S-CLD-K3-UBP	Unitrends UniView - license - 1 license Coverage Dates: 23-JUN-2022 - 23-JUN-2023 OPEN MARKET	1	0.00	0.00
SUREESSENTIALSHW	UNITRENDS PER-PREMISE SUREESSENTIALS INS OPEN MARKET	1	436.28	436.28
RS-9032BPL-A	UNITRENDS RCVRY 9032S APPL BNDL W/ENT+ & PLAT SPT ANL SUB OPEN MARKET	1	8,667.11	8,667.11
RS-9032BPL-A	UNITRENDS RCVRY 9032S APPL BNDL W/ENT+ & PLAT SPT ANL SUB OPEN MARKET	1	8,667.11	8,667.11
RS-HELIX-32UNTA	UNITRENDS HELIX ADD-ON RESILIENCE SERVIC OPEN MARKET	1	0.01	0.01

Material	Material Description	Quantity	Unit Price	Extended Price
S-CLD-K3-UBP	Unitrends UniView - license - 1 license Coverage Dates: 23-JUN-2022 - 23-JUN-2023 OPEN MARKET	1	0.00	0.00
RS-9032BPL-A	UNITRENDS RCVRY 9032S APPL BNDL W/ENT+ & PLAT SPT ANL SUB OPEN MARKET	1	8,667.11	8,667.11
RS-9032BPL-A	UNITRENDS RCVRY 9032S APPL BNDL W/ENT+ & PLAT SPT ANL SUB OPEN MARKET	1	8,667.11	8,667.11
RSHELIX32UNTA	UNITRENDS HELIX ADD-ON RESILIENCE SERVIC OPEN MARKET	1	0.01	0.01
S-CLD-K3-UBP	Unitrends UniView - license - 1 license Coverage Dates: 23-JUN-2022 - 23-JUN-2023 OPEN MARKET	1	0.00	0.00
			Product Subtotal	0.03
			Services Subtotal	52,438.94
			TAX	0.00
			Total	52,438.97

PURCHASE ORDER REQUIREMENTS:

Quote Number:225175309

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Mark Latiolais

MARK.LATIOLAIS@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and

Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Regular Board of Commissioners

6.

Meeting Date: 08/01/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Agreement of Services with Standard Testing and Engineering Company for owner's representative inspection services and material testing for Woodland Veterans Park.

Attachments

Memo

Agreement



Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: July 28, 2022
To: City Commission
From: Seth Barkhimer, City Engineer
Subject: Consideration of a contract from Standard Testing and Engineering Company for owner's representative inspection services and material testing for Woodland Veterans Park.

Background: At the last Commission meeting, July 18th, the Commission awarded the Woodland Veterans Park project to Downey Contracting LLC. The anticipated construction contract is in the amount of \$4,768,153.00 with an anticipated construction schedule of 300 days.

Given the complexity of the project scope, an on-site inspector is necessary to ensure the project is progressing as expected. Staff is requesting the approval of the contract with Standard Testing and Engineering Company for inspection and material testing services. If approved, Standard will act as an owner's representative over the life of the construction contract and will aid City staff in ensuring the park is built per design in the most efficient manner possible. Standard's proposed responsibilities include, but are not limited to:

- Be the owner's representative onsite throughout construction;
- Review and approve contractor pay applications before City staff receives them;
- Provide monthly owner's reports;
- Help coordinate with the design team, City staff and contractor in any issues that may arise during construction;
- Materials Certification;
- Additional tasks as described in the attached contract;

Financial Impact: The contract is for \$109,434.00. It will be funded from account - 303-5-0940-54200 – Capital Outlay Buildings and Improvement; Project No. C-21-03C2

Attachment: Contract

Staff Recommendation: Award of the Contract



Proposal for Construction Management and Inspections



OKLAHOMA CITY LABORATORY
3400 N. LINCOLN BLVD.
OKLAHOMA CITY, OK 73105
405.528.0541



LAWTON LABORATORY
202 SE J AVE
LAWTON, OK 73501
580.353.0872



TULSA LABORATORY
7648 E. 46TH PLACE
TULSA, OK 74145
918.289.0005



ENID LABORATORY
902 TRAIL W. LOOP
ENID, OK 73703
580.237.3130



— Since 1951 —

CORPORATE OFFICE • OKLAHOMA CITY
3400 N Lincoln Blvd • Oklahoma City, OK 73105
(405) 528-0541 • (800) 725-0541 • (405) 528-0559 FAX

7648 E 46th Pl
Tulsa, OK 74145
(918)289-0005

902 Trails West Loop
Enid, OK 73703
(580) 237-3130

202 SE "J" Ave
Lawton, OK 73501
(580) 353-0872

www.stantest.com

July 27, 2022

Regarding: Estimated Proposal
Woodland Veterans Park
Shawnee, OK
OP2022-246

In response to your request for a proposal for construction management, inspection and testing services at the Woodland Veterans Park, located in Shawnee, OK, we are pleased to provide our estimated budget for your consideration. Requirements were obtained from the specifications and plans you provided.

QUALIFICATIONS

Standard Testing and Engineering was founded in 1951 as a professional engineering firm specializing in geotechnical, construction management and inspections, and materials testing and engineering services for the construction and manufacturing industries. Standard Testing employs highly-trained and experienced people most with college-level and/or specialized technical training, at our laboratory facilities in **Oklahoma City, Tulsa, Lawton, and Enid.**

SCOPE OF WORK/PRICING

It is our understanding that the project duration will be approximately 320 calendar days. Below is the estimated budget for the construction management and inspection services based on the specifications and plans provided. This proposal does not represent a lump sum price, it is our estimated budget for this scope of work. Should the scope of work change we will be happy to discuss amendments to scope and pricing. **Prices are subject to change based on overtime, holidays, and the sequence of construction activities dictated by the prime contractor and various trade subcontractors. Administrative charge of 1.5% of the invoice amount will be added to all invoices. A report preparation, review, and distribution charge associated with each report will be billed in accordance with the below rate schedule.**

Assumptions:

We estimate the work will be completed in 215 working days, working 5 day in a week, 9 hours per day.

The Scope of Work will generally consist of the following:

- Resident Engineer dedicated to the project, review of project documents and ensures quality
- Coordinate preparatory meetings for each specification section
- Scheduling/ Coordination
- Ensure all work is performed in accordance with project's plans and specifications
- Check project daily safety procedures
- Change Order review and approvals
- Pay estimates and quantities review and approval
- Storm water prevention plan inspection

- Contractor production reporting including hours, materials, equipment, tasks
- Materials certification
- Routine coordination meetings with contractor
- Attending of daily/weekly project meetings
- Complete daily reports of the work performed
- Final inspection of the work / report
- Audit and project closeout

The City of Shawnee will receive daily work reports enumerating the tasks completed and the deficiencies corrected, types of inspections performed and recommendations. All activities will also be communicated via phone or emailed when needed.

AUTHORIZATION

A copy of our standard Agreement for Services form with our standard Terms and Conditions is attached. Please return an executed copy of the agreement for services with any necessary changes to the terms and conditions noted or provide other authorization to proceed under equal terms and conditions. Also attached is a copy of our Project Data Sheet form which provides further detail on report distribution, invoicing address, and special inspection considerations. Please complete and return a copy of the Project Data Sheet form so that we can set up your project in our reporting system.

SCHEDULING AND QUESTIONS

Standard Testing's main phone number for dispatching is **405-528-0541**. Our Resident Engineer will be the main point of contact for this project and can be reached at **405-395-8040**.

Sincerely,

STANDARD TESTING AND ENGINEERING COMPANY

Roy Khalife, P.E.
VP of Operations



STANDARD

TESTING

AND ENGINEERING COMPANY

Since 1951

Project: Woodland Veterans Park

Estimated Budget - Construction Management/Inspections

Date: 07/25/22

Code	Item	Quantity		Rate	Total
Construction Inspections					
OH009	Construction Inspector	855	\$87.00	Hour	\$74,385.00
OH031	Construction Inspector - Overtime	40	\$87.00	Hour	\$3,480.00
OH023	Clerical Staff	70	\$75.00	Hour	\$5,250.00
Special Inspections Service Subtotal					\$83,115.00
Miscellaneous Management					
OH021	Project Manager	45	\$150.00	Hour	\$6,750.00
Miscellaneous Management Subtotal					\$6,750.00
Estimated Project Budget					\$89,865.00

1. Overtime: No Overtime will be charged for this project.

2. Based on 320 Calendar Days.

3. When present on site, the Construction Inspector will also perform testing on construction materials in order to provide additional value to The City of Shawnee.

Code	Item	Quantity	Rate	Total
<u>Soils Testing & Inspection</u>				
OS003	Soil Classification (ASTM D2487, D3282, AASHTO M145)	4	\$120.00	Sample \$480.00
OS017	Standard Proctor Test on Soil (ASTM D698 A or B, AASHTO T99 A or C)	4	\$165.00	Test \$660.00
OS099	Field Density/Moisture of Soil - Nuclear (ASTM D6938; AASHTO T310)	101	\$25.00	Test \$2,525.00
OH009	Construction Observation, 3-hr. Minimum/Trip	0	\$55.00	Hour \$0.00
OH017E	Materials Testing Technician - Earthwork, 3-hr. Minimum/Trip	15	\$49.00	Hour \$735.00
OZ003	Report Preparation, Review, and Distribution	20	\$20.00	Report \$400.00
OS100	Nuclear Gauge Equipment	15	\$50.00	Day \$750.00
Soils Testing & Inspection Subtotal				\$5,550.00
<u>Aggregates Testing & Inspection</u>				
OA033	Standard Proctor Test on Aggregate (ASTM D698 C or AASHTO T99 B or D)	1	\$165.00	Test \$165.00
OA023	Sieve Analysis, Washed - Aggregate Base (ASTM C136 & C117)	1	\$125.00	Test \$125.00
OH017A	Materials Testing Technician - Aggregates, 3-hr. Minimum/Trip	6	\$49.00	Hour \$294.00
OA099	Field Density/Moisture of Aggregate Base - Nuclear (ASTM D6938)	35	\$25.00	Test \$875.00
OA100	Nuclear Gauge Equipment	5	\$50.00	Day \$250.00
OZ003	Report Preparation, Review, and Distribution	6	\$20.00	Report \$120.00
Aggregates Testing & Inspection Subtotal				\$1,829.00
<u>Concrete Testing & Inspection</u>				
OC005	Making 4 x 8 Cyl., set of 5 or Less (ASTM C172, C31, C143, C231, C1064)	38	\$75.00	Set \$2,850.00
OC015	Cure, Break, and/or Dispose 4 x 8 Cylinder (ASTM C39, C1231 or AASHTO T22)	190	\$15.00	Cylinder \$2,850.00
OH017C	Materials Testing Technician - Concrete, 3-hr. Minimum/Trip	24	\$49.00	Hour \$1,176.00
OH009	Construction Observation - Reinforcing Steel, 3-hr. Minimum/Trip	0	\$50.00	Hour \$0.00
OZ003	Report Preparation, Review, and Distribution	80	\$20.00	Report \$1,600.00
Concrete Testing & Inspection Subtotal				\$8,476.00
<u>Asphalt Testing & Inspection</u>				
OB003	Extraction and Gradation (OHD L26, ASTM D6307, D5444)	2	\$175.00	Test \$350.00
OB005	Maximum Theoretical Specific Gravity (ASTM D2041 or AASHTO T209)	2	\$125.00	Test \$250.00
OB007	Lab-Molded Superpave Specimens w/ Density (AASHTO T312 & ASTM D6925)	2	\$200.00	Set Of 2 \$400.00
OB099	Roadway Density - Nuclear (ASTM D2950; AASHTO T355) 4 Tests per Location	6	\$45.00	Location \$270.00
OB100	Nuclear Gauge Equipment	2	\$50.00	Day \$100.00
OH017B	Materials Testing Technician - Asphalt, 3-hr. Minimum/Trip	0	\$45.00	Hour \$0.00
OZ003	Report Preparation, Review, and Distribution	4	\$20.00	Report \$80.00
Asphalt Testing & Inspection Subtotal				\$1,450.00
<u>Structural Steel Inspection</u>				
OH007	AWS Certified Welding Inspector, 4-hr. Minimum/Trip	8	\$98.00	Hour \$784.00
OZ003	Report Preparation, Review, and Distribution	2	\$20.00	Report \$40.00
Structural Steel Inspection Service Subtotal				\$824.00
<u>Miscellaneous Management</u>				
OH021	Project Manager	0	\$75.00	Hour \$0.00
Miscellaneous Management Subtotal				\$0.00
<u>Travel</u>				
OT016	Trip - Vehicle Mileage Only - Roundtrip	24	\$60.00	Trip \$1,440.00
Trip Charge Subtotal				\$1,440.00
Estimated Project Budget				\$19,569.00

1. Cancellation of work after technician is dispatched will be charged for technician time + mileage
2. Technician hours are billed portal to portal, 3-hour minimum
3. Minimum charge does not apply to specimen pickup and engineer's site visits
4. A fee for report preparation, review, and distribution will be associated with each report
5. Rush fees are not part of this proposal and will be charged at regular rate x 1.5 when requested
6. Overtime: Regular rate x 1.5 (holidays, weekends, and over 8 hours on jobsite)
7. Engineering and Project Management time for meetings and consultations is not part of this proposal and will be charged at the standard unit rates on a 30 min interval



Standard Testing & Engineering Company

3400 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Phone: (405) 528-0541

<http://www.stantest.com>

Quality Management System - accredited since 4/8/2013

R18, C1077 (Aggregate), C1077 (Concrete), D3666 (Aggregate), D3666 (Asphalt Mixture), D3740 (Soil), E329 (Aggregate), E329 (Asphalt Mixture), E329 (Concrete), E329 (SFRM), E329 (Soil)

Asphalt Mixture - accredited since 4/8/2013

R47, R68, T30, T166, T209, T245, T246, T275, T308, T312, Tex-206-F, D1188, D1560 (Stability), D2041, D2726, D2950, D5444, D6307, D6925, D6926, D6927

Soil - accredited since 4/8/2013

**R58, R74, T88, T89, T90, T99, T100, T134, T176, T180, T191, T193, T208, T215, T216, T217, T224, T236,
T265, T267, T289, T296, T310, D421, D422, D558, D698, D854, D1140, D1556, D1557, D1883, D2166,
D2216, D2419, D2434, D2435, D2487, D2488, D2850, D2974, D3080 (4000 lb/ft-sq or Greater Normal Stress), D4318, D4546, D4643, D4718, D4943, D4944, D4972, D6938**

Aggregate - accredited since 4/8/2013

R76, T2, T11, T19, T21, T27, T37, T84, T85, T96, T104, T112, T176, T210, T255, T303, T304, T335, C29, C40, C88, C117, C127, C128, C131, C136, C142, C535, C566, C702, C1252, C1260, C1567, D75, D546, D2419, D3744, D4791, D5821

Sprayed Fire-Resistive Material - accredited since 4/8/2013

E605, E736

Concrete - accredited since 4/8/2013

**M201, R39, R60, T22, T23, T24, T97, T119, T121, T148, T152, T160, T196, T197, T198, T231 (7000 psi and below), T303, T309, T347, C31, C39, C42, C78, C138, C143, C157, C172, C173, C174, C192, C231,
C403, C495, C496, C511, C567, C597, C617 (7000 psi and below), C642, C803, C805, C876, C1064, C1152, C1218, C1231 (7000 psi and below), C1260, C1567, C1611, C1621**

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

Standard Testing Services

Laboratory Testing Services

- Soil Classification
- Sieve Analysis
- Specific Gravity
- Standard & Modified Proctor
- Atterberg Limits
- Dry Density
- California Bearing Ratio
- Direct Shear
- Tri-axial (UU, CU, CD)
- 1-D Consolidation & Swell
- Unconfined Compressive Strength
- LA Abrasion Aggregate Durability
- Compressive Strength of Concrete, Grout, Mortar & Masonry
- Alkali-Silica Reactivity
- Beam Flexural Strength
- Soil, Asphalt & Concrete Mix Design
- Superpave Gyratory
- Extraction & Gradation
- Maximum Theoretical Specific Gravity
- Marshall Stability & Flow
- pH & Resistivity
- Soluble Sulfate, Chloride
- Freeze-Thaw & Wet-Dry
- Flat or Elongated Particles
- Masonry Absorption

Drilling Services

- CPT-U
- Mud Rotary
- Continuous Flight Hollow Stem Auger
- Continuous Flight Solid Stem Auger
- Rock Coring
- Pavement Coring
- Texas Cone Testing
- Standard Penetration Testing
- Monitoring Wells & Piezometer Installation
- Settlement Plates Installation & Monitoring
- Inclinator Installation & Monitoring
- Pressuremeter Testing
- CME-55 Truck Mounted
- CME-750 ATV
- Pavement Coring Trailer

Construction Services Testing & Inspection

- Roadway Coring & Length Measurement
- Soil Compaction by Nuclear Method
- Soil Compaction by Sand Cone Method
- Depth Check
- Flow Test
- Unit Weight Test
- Slump Test
- Air Content Test
- Concrete & CLSM
- Cylinder Cast
- Roadway Density by Nuclear Method
- Pier Drilling Inspection Foundation Inspection
- Double Ring Infiltrometer
- Floor Flatness and Levelness
- Relative Humidity of Concrete Slabs
- Fireproofing Testing
- Structural Steel Inspection
- Shop Inspection
- Post Tensioning Inspection
- Rebar Inspection
- Concrete Beam Cast
- Masonry Construction Inspection
- Proofroll Inspection
- Pavement Inspection & Elevation

Geotechnical Services

- Drone Aerial Assessment
- Bridge Subsurface Exploration
- Roadway Subsurface Exploration
- Pedological Study
- Pavement Design
- Slope Stability Analysis
- Settlement Analysis
- HDD Pipeline Analysis
- Shallow and Deep Foundation Recommendations
- Foundation Design
- Retaining Wall Design Recommendations
- Geotechnical Forensic Studies
- Dams & Embankments Studies
- Design-Build
- Plate Bearing Test



US Army Corps
of Engineers®



- AASHTO RE:SOURCE Accredited
- AASHTO R18 Laboratory
- ODOT Qualified Laboratory
- USACE Validated Laboratory

Portfolio



FEDERAL

- KC-46 Depot Hangar
- KC-46 Infrastructure Project
- Altus AFB Runway Reconstruction
- FAA Security Command Center
- Tinker AFB Repair AWACS Apron



SCHOOLS K-12

- Various Norman Public Schools
- Various Edmond Public Schools
- Various Lawton Public Schools
- Medford Public Schools
- Various Oklahoma City Public Schools



HIGHER EDUCATION

- OU Stadium Expansion
- OU Asp Avenue Parking Garage
- OU Devon Energy Hall
- OU Donald Reynold Performing Arts Center
- OU Biomedical Research Center



HEALTHCARE

- OU Medical 11 Story Bed Tower
- OHHS Super West Expansion
- Norman Regional Healthplex
- OU Children's Hospital
- Mercy Hospital in Ardmore



WAREHOUSES

- Various Hobby Lobby Warehouses
- Tinker Medical Warehouse
- MROTC Boeing Hangars
- Moore/Norman Vo Warehouse Renovation
- Chappell Supply & Equipment Warehouse



TRANSPORTATION

- OTA EOC-2435 & 2434B
- OTA EOC-2433B & 2434A
- OTA JKT-2371 Mainline & Ramps
- SH-48 over Cimarron River
- US-81 over Washita River



WIND FARMS

- Kings Plain Wind Farm
- Red Bed Plains Wind Farm
- Mammoth Plains Wind Farm
- Rush Springs Wind Farm
- Buffalo Bear Wind Farm



MUNICIPAL

- Scissor Tail Park OKC
- Myriad Botanical Gardens
- Ford Center Expansion
- Edmond Streetscapes Project
- Various City of OKC Projects



WATER / WASTEWATER

- Hefner WTP Expansion
- Coffee Creek Wastewater Treatment Plant
- Hefner WTP Chemical Storage Facility
- Arcadia WTP Control Building
- Bethany Water Treatment Plant



COMMERCIAL

- Firelake Grand Casino and Hotel
- Riverwind Hotel in Norman
- Embassy Suites Hotel & Conference
- Goodyear Plant Expansion
- Nestle Purina Plant Expansion

STANDARD TESTING AND ENGINEERING COMPANY AGREEMENT FOR SERVICES

Project Woodland Veterans Park	Client
Project Location (Site) Shawnee, OK	Client Project Number
STE Project Number	Owner (if different from Client)
Date July 27, 2022	Owner Project Number
This contract is by and between: ("Client Name & Address") and Standard Testing and Engineering Company 3400 N. Lincoln Boulevard Oklahoma City, Oklahoma 73105-5408 ("STE")EIN: 82-3042789	Mail Invoices to: Address Project Correspondence to Client Representative: Authorized STE Project Representative: Roy Khalife, P.E.
CLIENT hereby engages STE to provide the services set forth in PART I, at the project described herein ("Project"), CLIENT agrees to pay STEC charges invoices by STE for services rendered on the project in accordance with PART II and to be bound by the Standard Terms and Conditions attached hereto and incorporated herein. The parties agree:	
PART I – Scope of Work (attached "Exhibit I" if more spaces is required) Quality Control and Acceptance as presented in the attached proposal dated July 27, 2022.	
PART II – Fee (attach "Exhibit II" if more spaces is required) Per Estimated Budget dated July 27, 2022	
The CLIENT agrees to pay STE's invoices upon receipt. STE may suspend work for lack of timely payment. Should payment not be received within 30 days of invoice date, the CLIENT agrees to also pay a service charge of 1.5 percent per month or 18 percent per annum and the costs of collection, including reasonable attorney's fees. If 1.5 percent per month exceeds the maximum allowed by law, the service charge of 1.5 percent will automatically be reduced to the maximum legally allowed. If CLIENT has any object to any of STE's invoices, CLIENT must so advise STE in writing giving the reason for such objections within 14 days of receipt by the CLIENT of such invoice, and shall promptly pay the undisputed portion. Payment shall constitute final approval of all aspects of the corresponding Work performed to date by STE. If the Project is terminated in whole or in part, then STE shall be paid by the CLIENT for services performed prior to STE's received of written notice of such termination, including STE's reimbursable expenses and actual and reasonable shut-down costs.	
Disclosure of Hazardous and Toxic Material and Conditions at the Project (check One) CLIENT is not aware of any hazardous wastes or substances, toxic materials or conditions or petroleum products ("Hazardous Materials") existing at the site of the Project, EXCEPT: ☐ None ☐ Petroleum Fuels Only ☐ Those items Described (attached "Exhibit III" if more space is required)	
CLIENT Signature _____ Name _____ Title _____ Date _____	Standard Testing and Engineering Company Signature <u>Roy Khalife</u> Name <u>Roy Khalife, P.E.</u> Title <u>Vice-President of Operations</u> Date <u>July 27, 2022</u>

STANDARD TESTING AND ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

Standard Testing and Engineering Company, herein "STE", as an independent consultant, agrees to provide to the "CLIENT" the services described in the Scope of Work for the Project provided in Part I or Exhibit I of this Agreement, pursuant to the following Standard Terms and Conditions which constitute a part of this Agreement:

ARTICLE 1. SERVICES BY STE

a. STE will perform the services to be provided by STE pursuant to this Agreement in accordance with generally accepted engineering principles and practices of performance by professionals of ordinary skill existing at the time of performance under similar conditions for the locality where the services are to be performed. The CLIENT hereby acknowledges that the Project involves certain inherent risk factors (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) which may adversely affect the results of the Project, even though the services are performed with such care and skill. Data, interpretations and recommendations by STE will be based solely on information available to STE. STE will not be responsible for any other party's use or interpretations of information reported by STE and/or the recommendation(s) of any other party based on such information. STE's services do not include the investigation or detection of, nor do the recommendations in STE's reports address the presence or prevention of, biological pollutants such as mold, fungi, bacteria, viruses; or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If computer software is to be provided to the CLIENT as part of the services, CLIENT will execute a separate software license agreement. **STE MAKES NO WARRANTIES OR GUARANTEES EXPRESS OR IMPLIED, RELATING TO STE'S SERVICES AND STE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

b. The Scope of Work cannot be changed, altered or amended except by written agreement signed by both parties. If CLIENT and STE agree in writing for STE to perform additional services, then STE will be entitled to an increase in compensation at rates provided in this Agreement. STE reserves the right to elect not to perform additional services. If STE determines in its sole discretion that additional services are necessary to avoid a delay in the completion of the Project, then STE shall perform those services without waiting for instructions from CLIENT and shall be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any.

c. STE's personnel may be present, either full or part time, to provide observation and field testing of specific parts of the Project in accordance with the Scope of Work set forth herein. STE will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including CLIENT, CLIENT's contractors, or any other parties present at the site. Should a contractor be involved in the Project, STE's work does not include supervision or direction of the work of the contractor, its employees or agents.

d. Title to all samples and waste materials remains with Client, and at no time shall STE take title to the above material. Portions of samples are consumed by testing. Unless otherwise stated in the Scope of Work, the remaining residue of all test samples from the Project tested by STE shall remain the property of CLIENT and shall be handled by STE as follows: At CLIENT's written request, STE will maintain preservable test samples and specimens or the residue therefrom for 30 days after the report date free of storage charges. After the initial 30 days, upon written request, STE will retain test specimens or samples for a mutually acceptable storage charge and time period. If CLIENT does not make a written request to preserve samples and specimens, then STE may dispose of the samples or specimens or return them to CLIENT at CLIENT's expenses. If it is determined that no test(s) are necessary on the sample(s), or determining that a sample originally thought to be NON-HAZARDOUS is in fact HAZARDOUS, then STE will return the samples to CLIENT.

e. Field tests or boring locations described in STE's report or shown on sketches are based on specific information furnished by others and/or estimates made in the field by STE personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

f. STE shall maintain during the performance of the services by it under this agreement if reasonably available, (i) statutory Workers' Compensation liability coverage, (ii) Comprehensive General Liability insurance coverage, and (iii) automobile liability coverage in policy amounts of not less than One Million Dollars (\$1,000,000.00). STE represents that it currently has professional liability coverage in the aggregate limit of at least One Million Dollars (\$1,000,000.00) and agrees to attempt to maintain such coverage for the period of performance of the Scope of Work and for a period of one (1) year following completion of those services, if such coverage is reasonably available at commercially affordable premiums. For the purpose of this Agreement, "reasonably available" and "commercially affordable"

shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage

ARTICLE 2. THE CLIENT'S RESPONSIBILITIES

a. CLIENT has obtained access and right of entry to the Project and hereby grants free access and right of entry to the Project to STE, its employees, agents, and subcontractors, for the purpose of performing all acts, studies and research, including without limitation the obtaining of samples and the performance of tests and evaluations, pursuant to the Scope of Work. CLIENT understands that subsurface conditions throughout the site may vary from those apparent at the discrete sampling locations or other sources of subsurface data and that site conditions may change from time to time. CLIENT agrees that STE's proposed sampling locations are approximate and that STE may depart a reasonable distance from those locations. CLIENT accepts that, despite STE's use of reasonable precautions to reduce damage, invasive services such as drilling, or sampling may damage or alter the site and that site restoration is not provided by STE unless specifically included in the Scope of Work.

b. CLIENT represents that CLIENT possesses all necessary permits and licenses required for the performance of the services to be provided by STE under this Agreement and for the continuation of CLIENT and STE's activities at the Project.

c. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by STE for the proper performance of STE's services pursuant to this Agreement. STE may rely upon documents provided by the CLIENT in performing the services required under this Agreement; however, CLIENT-provided documents will remain the property of the CLIENT. All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by STE as part of the service, pursuant to this Agreement, shall remain STE's exclusive property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by STE pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without STE's prior written consent. If CLIENT uses all or any portion of STE's work on another project without STE's written permission, CLIENT shall defend, indemnify and hold STE harmless from any and all claims arising from such unauthorized use.

d. CLIENT shall be responsible for identifying, locating, and marking, and/or shall arrange for identifying, locating and marking of private subterranean structures or utilities and subsurface structures. STE shall take reasonable precautions to avoid damage or injury to such utilities and structures. STE shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified and marked by CLIENT or a one-call provider. STE shall not be responsible for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures that were not identified, located, or marked by CLIENT or the one-call provider, or that were not properly communicated to STE; or that were improperly marked on documentation, plans, drawing or utility clearance materials provided to STE. STE shall not be responsible for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures caused by subsurface penetrations in locations approved by CLIENT and/or the one-call provider, except for damages caused by the negligence of STE in the use of such information. CLIENT

waives any claim against STE and agrees to defend, indemnify, and hold STE and its officers, directors, employees, shareholders, agents, and subcontractors harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or not accurately located. In addition, CLIENT agrees to compensate STE for any time spent or expenses incurred by STE in defense of any such claim, with compensation to be based upon STE's prevailing fee schedule and expense reimbursement policy.

e. CLIENT shall provide, or cause to be provided, to STE all documents and information known or available to CLIENT that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Material (i.e., hazardous waste under RCRA, hazardous substance under CERCLA, hazardous constituent, toxic material, radioactive material, contaminated material, or petroleum product) on, under, or near the site, and shall immediately transmit new, updated, or revised information as it becomes available.

f. Unless otherwise provided herein, CLIENT shall assume all responsibility for, including control and removal of, and protect, defend and save harmless STE from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in STE's possession and control and directly associated with STE's equipment. In the event a third party commits an act or omission which results in pollution or contamination for which either STE or CLIENT, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between STE and CLIENT, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

g. CLIENT shall release STE of any liability for, and shall defend and indemnify STE against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged injury to, destruction of, or loss or impairment of any property right in or to oil, gas, water or other mineral substances, if at the time of the alleged act or omission causing injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth. CLIENT shall release STE of any liability for, and shall defend and indemnify STE against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged loss or damage to any formation, strata, or reservoir beneath the surface of the earth.

h. CLIENT agrees to pay STE's invoices upon receipt. STE may suspend work for lack of timely payment. Should payment not be received within 30 days of invoice date, the CLIENT agrees to also pay a service charge of 1.5 percent per month or 18 percent per annum and the costs of collection, including reasonable attorneys' fees. If 1.5 percent per month exceeds the maximum allowed by law, the service charge of 1.5 percent will automatically be reduced to the maximum legally allowed. If CLIENT has any objection to an STE invoice, CLIENT must so advise STE in writing giving the reasons for such objections within 14 days of receipt by the CLIENT of such invoice, and shall promptly pay the undisputed portion. Payment shall constitute final approval of all aspects of the corresponding Work performed to date by STE. If the Project is terminated in whole or in part, then STE shall be paid by the CLIENT for services performed prior to STE's receipt of written notice of such termination, including STE's reimbursable expenses and actual and reasonable shut-down costs.

ARTICLE 3. PUBLIC LIABILITY: Except for claims by employees of STE for Workers' Compensation, in the event any third party brings suit or claim for damages against STE alleging exposure to or damage from material, elements or constituents at the Project before, during, or after the services are performed by STE or any of its agents pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in costs for remedial action, uninhabitability of any property, or any other property damage or loss of any kind, then CLIENT agrees at its sole cost to defend STE in any such suit or claim and to indemnify and hold harmless STE and its officers, directors, employees and shareholders from and against any loss,

damages, liabilities and cost (including, but not limited to, reasonable attorney fees) and to pay on behalf of STE and its officers, directors, employees and shareholders any judgment entered against STE and its officers, directors, employees and shareholders, including any interest thereon. CLIENT will have the right to investigate, negotiate and settle, with STE's written concurrence, any such suit or claim, and STE will cooperate in the defense of any such suit or claim.

ARTICLE 4. GENERAL CONDITIONS, NOTIFICATION, LIMITATION OF LIABILITY AND INDEMNIFICATION

a. Except as otherwise provided in this Agreement, STE and CLIENT shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of STE and CLIENT, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR: LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

b. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor STE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the CLIENT and STE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

c. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of STE and STE's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to the CLIENT, for any and all claims, losses, costs, or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or this Agreement from any cause or causes shall not exceed the total compensation received by STE under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under STE's Comprehensive General Liability Insurance or automobile liability insurance. Notwithstanding the above, with respect to concrete testing working, in the event a Standard Testing technician is delayed, late or misses a concrete pour, then CLIENT shall be entitled to a discount of up to \$1,000 on concrete testing services, no other remedy or damage shall be available, this provision supersedes any written or verbal agreement to the contrary.

d. The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of STE and STE's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of STE and STE's subcontractors to all those named shall not exceed STE's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under STE's Comprehensive General Liability Insurance or automobile liability insurance.

e. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project or to this Agreement.

f. This Agreement may be terminated by either party upon giving the other party not less than seven (7) calendar days written notice or by mutual agreement. The receiving party shall have that seven (7) calendar day period in which to cure the default. If this Agreement is terminated by either party, STE shall be paid in full for all services performed through the termination date, in addition to STE's reimbursable expenses and reasonable shut-down costs incurred.

g. Neither CLIENT nor STE may delegate, assign, sublet or transfer its duties or interest in this Agreement without the prior written consent of the other party, except STE may retain the services of subcontractors to assist STE in performance of its duties and obligations hereunder.

ARTICLE 5. UNFORESEEN OCCURRENCES: If during the performance of services by STE under this Agreement, any unforeseen hazardous substances or petroleum products or constituents thereof or other unforeseen conditions or occurrences are encountered which in STE's sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the Scope of Work, STE and CLIENT will mutually agree to revise the Agreement to include consideration of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or STE may, at its option, terminate this Agreement effective on the date specified by STE in writing.

ARTICLE 6. LITIGATION ASSISTANCE: Unless expressly set forth in the Scope of Work, the Scope of Work does not include costs of STE for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of STE, except for suits or claims between the parties to this Agreement, will be reimbursed by the CLIENT according to STE's normal rates and charges for such services and payment for such services shall be in accordance with this Agreement.

ARTICLE 7. FORCE MAJEURE: STE is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of STE.

ARTICLE 8. NO THIRD-PARTY BENEFICIARIES: This Agreement and STE's performance of the Scope of Work are for STE's and CLIENT's sole benefit and exclusive use with no third parties intended. Reliance upon STE's performance of the Scope of Work and any work product is limited to CLIENT and is not intended for third parties. For a time period limited to three months following STE's completion of the Scope of Work and submittal of any work product in the form of a report, STE will issue additional reports addressed to, and for the use of, other parties designated by CLIENT, contingent upon each such party signing and returning STE's reliance agreement and STE receiving the agreed-upon fee for each additional report so issued.

ARTICLE 9. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between CLIENT and STE shall survive the completion of the services and the termination of this Agreement.

ARTICLE 10. INTEGRATION: This Agreement and the documents attached hereto, and which are incorporated herein constitute the entire agreement between the parties and cannot be changed or amended except by a written instrument signed by all parties hereto. In the event CLIENT issues a purchase order or similar form to authorize or otherwise administer payment for Work under this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.

ARTICLE 11. GOVERNING LAW AND VENUE: This Agreement shall be governed in all respects by the laws of the State of Oklahoma. Each of the parties hereto shall only enforce a claim arising out of this Agreement in the appropriate state or federal court having subject and personal jurisdiction located in Oklahoma City, Oklahoma. For purposes of any

action or proceeding instituted with respect to any such claim, except those for which CLIENT must first pursue Dispute Resolution as provided herein, all of the parties hereto irrevocably submit to the jurisdiction of such courts and irrevocably consent to service of process out of such courts by mailing a copy of the summons and complaint, by certified mail, return receipt requested, postage prepaid to each party at the address provided for such party in this Agreement.

ARTICLE 12. DISPUTE RESOLUTION: CLIENT shall not be entitled to assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against STE unless and until CLIENT has first obtained a written opinion from an independent, registered professional of the relevant discipline ("Expert") that STE has violated the standard of care applicable to STE's performance of the Scope of Work. The opinion must contain: (a) the name and license number of the Expert; (b) the qualifications of the Expert, including a list of all publications authored in the previous 10 years and a list of all cases in which the Expert testified within the previous 4 years; (c) a statement by the Expert setting forth the factual basis for the Claim; (d) a statement by the Expert of each and every act, error, or omission that the Expert contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Expert of all opinions the Expert holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Expert; and (g) a list of every individual who provided Expert with any information regarding the Project. The opinion is a condition precedent to the right of CLIENT to assert any Claim in any litigation or arbitration and CLIENT's failure to timely provide an opinion to STE will be grounds for automatic dismissal of the Claim with prejudice. CLIENT shall furnish this opinion to STE and the parties shall endeavor to resolve the dispute within thirty (30) days, after which CLIENT may pursue its remedies at law. The prevailing party in any litigation relating to a Claim shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Claim.

ARTICLE 13. INDEPENDENT CONTRACTOR: In performing services under this Agreement, STE shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of the CLIENT.

ARTICLE 14. SUBCONSULTANTS: STE may utilize as necessary in its discretion subconsultants or other subcontractors. STE will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

ARTICLE 15. NOTICE: Notices shall be sufficiently given if sent by certified mail, postage prepaid, to each of the parties at the address noted for such party in this Agreement, or such other address as shall be furnished in writing by either party.

ARTICLE 16. ENTIRE AGREEMENT: This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the CLIENT and STE.

STANDARD TESTING AND ENGINEERING COMPANY -- PROJECT DATA SHEET

Project Name/Description: _____

Client's Authorizing Agent: _____

Phone _____

e-mail: _____

Client's Site Contact: _____

Phone _____

e-mail: _____

CLIENT (PAYING PARTY)

ACCOUNTING INFORMATION*

Firm / Organization: _____

AP Contact: _____

Address: _____

Address: _____

City, State, Zip Code: _____

City, State, Zip Code: _____

Project Manager: _____

AP Contact Phone: _____

Project Manager E-Mail: _____

AP Contact E-Mail: _____

Project Manager Phone: _____

Purchase Order No.: _____

Job No.: _____

Other AP Instructions.: _____

Project Location: _____

Project Owner: _____

Prime Contractor: _____

Architect or Engineer: _____

REPORT DISTRIBUTION*

☐ E-Mail ☐ Web Portal

Firm / Organization: _____

Contact: _____

E-Mail: _____

☐ E-Mail ☐ Web Portal

Company: _____

Contact: _____

E-Mail: _____

☐ E-Mail ☐ Web Portal

Firm / Organization: _____

Contact: _____

E-Mail: _____

☐ E-Mail ☐ Web Portal

Company: _____

Contact: _____

E-Mail: _____

*A valid email address is required for invoicing and report distribution.

Are building code Special Inspections to be performed by Standard Testing? (check all that apply)

☐ Soils

☐ Concrete

IBC Special Inspections:

☐ Masonry – Level B (1)

☐ 2009 ☐ 2015 ☐ 2018

☐ Prestressing

☐ Structural Steel - Welded

☐ EIFS

☐ Foundations

☐ Reinforcing

☐ Masonry – Level C (2)

☐ Fabricator(s)

☐ Structural Steel - Bolted

☐ Fireproofing

If Special Inspections are part of the work, then provide (1) a copy of the "Statement of Special Inspections" prepared by the registered design professional and (2) a copy of the latest version of the structural plans, structural specifications, and geotechnical report.

Other Pertinent Information: _____

Information for Client: All work by Standard Testing will be performed in accordance with Standard Testing's "Standard Terms and Conditions" and current standard unit rates, incorporated herein by reference. Time will be charged portal to portal with 3-hr minimum for field activities excluding specimen pickup and site consultations, 4-hr minimum for steel inspections. All invoices are due upon receipt, 1.5% interest charged if not paid when due. Administrative charge of 1.5% of the invoice amount will be added to all invoices. To ensure proper report distribution, invoicing, and specification interpretation, please provide the above information in detail, sign and date indicating concurrence with listed information, and return a copy of the project data sheet to Standard Testing. If a Standard Testing technician is delayed, late or misses a concrete pour, then Client shall be entitled to a discount of up to \$1,000 on concrete testing services, no other remedy shall be applicable, this supersedes any written agreement to the contrary.

For Client Point of Contact: Please call Standard Testing Dispatch to schedule work as far in advance as possible, preferably 24 hours in advance. Specific testing work cannot be performed if Standard Testing is not contacted in advance of applicable project activities and certain special inspections can only be performed before subsequent construction activities cover the work to be inspected.

To schedule work please call	OKC: 405-528-0541	Tulsa: 918-289-0005	Lawton: 580-353-0872	Enid: 580-237-3130
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REPORTS CANNOT BE ISSUED UNTIL THIS DOCUMENT IS COMPLETED AND RETURNED TO STANDARD TESTING

Signature _____ Date _____

Regular Board of Commissioners

7.

Meeting Date: 08/01/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a budget amendment for Fiscal Year 2022 – 2023 for Fund 001 General Fund to appropriate public safety fee revenue to be used for cost of three (3) additional firefighters.

Attachments

Budget Amendment



Finance

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: July 28, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments to appropriate public safety fee revenue to be transferred to the General Fund.

Background: On the June 20, 2022, Board of Commissioners Meeting, the Commission approved ordinances and resolutions to establish a Public Safety Fee. The Public Safety Fee is a monthly charge of \$1.65 per utility account. The Public Safety Fee becomes effective August 1, 2022, with payments beginning to be received by September 1, 2022. The funds collected from this fee will allow for the hiring of three additional firefighters, to bring the Fire Suppression Division to a total of 51 firefighters and will provide funding for the equipment and gear necessary for the added firefighters. Staff is requesting that the revenue from the Public Safety Fee be appropriated for the costs of the three additional firefighters for the fiscal year 2022-2023 budget. The amounts to be appropriated are as follows:

- \$193,050 – Public Safety Fee revenue to be transferred from SMA to the General Fund to cover the cost of three additional firefighters.

Financial Impact: See Budget Amendment Attached

Attachment: Amendment.

Staff Recommendation: Approval of the item.

City of Shawnee
2022-2023 Budget Amendment
General Fund

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
001	49100			TRANSFER FROM SMA	6,360,000.00	193,050.00	6,553,050.00
				Total	6,360,000.00	193,050.00	6,553,050.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0720-51010			REGULAR SALARIES	3,137,341.49	113,714.95	3,251,056.44
001	5-0720-51020			OVERTIME	427,782.42	15,688.05	443,470.47
001	5-0720-51090			UNSCHEDULED OVERTIME	165,000.00	6,470.15	171,470.15
001	5-0720-51120			MEDICARE	49,845.55	1,601.36	51,446.91
001	5-0720-51130			HEALTH INSURANCE	405,338.02	28,771.80	434,109.82
001	5-0720-51140			LIFE INSURANCE	7,088.90	431.70	7,520.60
001	5-0720-51170			FIREFIGHTERS PENSION	481,267.35	17,253.73	498,521.08
001	5-0720-52500			OTHER MATERIAL & SUPPLIES	12,500.00	9,118.26	21,618.26
					4,686,163.73	193,050.00	4,879,213.73

Approved by the City Commission this

Explanation of Budget Amendment:
To appropriate public safety fee revenue to be used
for cost of three additional firefighters

Approved:

Mayor _____

Attest: _____

City Clerk

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

Regular Board of Commissioners

8. a.

Meeting Date: 08/01/2022

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Cammack Street Gravity Relief Line (Award)

Attachments

Memo

Bid Tabulation

Advertisement

Plans

Specifications

Plan Holders List



Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: July 28, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of Cammack Street Gravity Relief Line (Award)

Background: In 2021 the City of Shawnee entered into a Professional Services Agreement with Holloway, Updike and Bellen, Inc. (HUB) for final design on the Cammack Street Gravity Relief Line project. With design complete, the project was advertised, and staff opened bids at the July 18, 2022 commission meeting.

Staff, and the HUB design team, have reviewed the bid proposals. Two bids were received with Base Bid ranging from \$626,330.50 (low) to \$831,971.00 (high). The design estimate prior to the bid opening was \$612,760.00.

Staff recommends awarding the contract to Krapff-Reynolds Construction Co. Krapff-Reynolds was the lowest bid received with a break down outlined below:

- Base Bid: \$626,330.50

Staff is requesting approval to award the base bid, for a total contract in the amount of \$626,330.50.

Financial Impact: The contract is for \$626,330.50. It will be funded from account – 304-5-1070-5 – Capital Outlay-Equipment; Project No. G-21-02A

Attachment: Bid tabulation, Consultant Recommendation Letter

Staff Recommendation: Award of the Contract



ENGINEERS

July 26, 2022

Andrea Weckmueller, City Manager
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

Re: Cammack St. Gravity Relief Line

Dear Ms. Weckmueller,

We have tabulated the bids received on July 18, 2022, on the above referenced project. A copy of the bid tab is attached.

Two (2) bids were received ranging from \$626,330.50 to \$831,971.00. Krapff-Reynolds Construction Co., Inc. was the lowest bidder in the amount of \$626,330.50 and in our opinion, can perform the work required by the project and should be considered for award of the contract.

Sincerely,

HOLLOWAY, UPDIKE & BELLEN, INC.



Dale Seaton, P.E.
Principal

cc. Brad Schmidt
Seth Barkhimer

SHAWNEE CAMMACK STREET GRAVITY RELIEF LINE CITY OF SHAWNEE SHAWNEE, OKLAHOMA Bids Due By: July 18, 2022 at 3:00 p.m. Bids Opened: July 18, 2022 at 6:00 p.m.				CONTRACTOR Krapff-Reynolds Construction Co. 2400 NE 4th Street Oklahoma City, OK 73117		CONTRACTOR Downey Contracting, LLC. 3217 Northeast 63rd Street Oklahoma City, OK 73121	
				Base Bid	\$626,330.50	Base Bid	\$831,971.00
BID TABULATION				QTY	UNIT	UNIT PRICE	TOTAL PRICE
	BASE BID						
1	Right-of-Way Clearing and Restoration			1	LS	\$25,000.00	\$25,000.00
2	Excavation and Backfill, Unclassified			750	CY	\$10.00	\$7,500.00
3	Solid Slab Sod (Like Kind)			275	SY	\$3.50	\$962.50
4	Aggregate Base Type “A”			800	CY	\$45.00	\$36,000.00
5	8” PVC, SDR-35			1,724	LF	\$107.00	\$184,468.00
6	4’ ID Manhole			7	EA	\$3,500.00	\$24,500.00
7	4’ ID Manhole – Extra Depth			30	VF	\$200.00	\$6,000.00
8	14” Bore with Steel Casing			210	LF	\$500.00	\$105,000.00
9	Service Connection			8	EA	\$500.00	\$4,000.00
10	Concrete Pavement, Removal and Replacement			1,090	SY	\$160.00	\$174,400.00
11	Mobilization			1	LS	\$20,000.00	\$20,000.00
12	Construction Staking			1	LS	\$5,500.00	\$5,500.00
13	Traffic Control			1	LS	\$15,000.00	\$15,000.00
14	Stormwater Management Plan			1	LS	\$1,500.00	\$1,500.00
15	Leakage Testing			1	LS	\$500.00	\$500.00
16	Deflection Test			1	LS	\$500.00	\$500.00
17	Manhole Test			1	LS	\$500.00	\$500.00
18	Allowance			1	LS	\$15,000.00	\$15,000.00

PUBLISHED IN THE SHAWNEE NEWS-STAR ON
June 26, 2022 AND July 3, 2022

CAMMACK STREET GRAVITY RELIEF LINE
CITY OF SHAWNEE, OKLAHOMA
* * * * *

ADVERTISEMENT FOR BIDDERS

Notice is hereby given that the City of Shawnee will receive sealed bids at the City Hall, 16 West 9th, Shawnee, Oklahoma 74801, "**Attn: City Clerk**" up to 3:00 p.m. on Monday, July 18, 2022 and publicly read aloud at the Board Meeting being held at 6:00 p.m. on Monday, July 18, 2022 or furnishing all labor and materials and performing all work necessary for:

The project consists of complete demolition of a package lift station and installation of approximately 1,725 LF of 8" gravity sewer and other appurtenances.

Bidders must bid on all items of the contract. The whole work under this contract will be awarded as a single contract to the lowest responsible bidder for the work.

No bid may be withdrawn for at least sixty (60) days after the scheduled closing time for receipt of bids.

Plans and Specifications are on file and can be seen and obtained online at <http://www.hubengineers.com> or at the Broken Arrow Office of Holloway, Updike & Bellen Inc., 2001 N Willow Avenue, Broken Arrow, OK 74012; (918) 251-0717. **Payment Options: Online Download \$30.00 or ½ size Paper Set \$80.00, none** of which are refundable. All checks shall be made payable to Holloway, Updike & Bellen, Inc. Each proposal must be accompanied by a Bidder's Bond, or Cashier's Check upon any solvent Bank or Trust Company, payable without reserve to the City of Shawnee in an amount not less than five percent (5%) of the total amount of the bid. Bid security of the two low bidders will be retained until approval of contract and execution of satisfactory bonds by the successful bidder, or until other disposition on the bids is made. BIDDER must purchase plans and specifications from Holloway, Updike and Bellen, Inc. either directly for paper plans and specifications or through our website for download. BIDDER must be on plan holders list at Holloway, Updike and Bellen, Inc. in order to submit a bid.

Each proposal must be accompanied by a Bidder's Bond, or Cashier's Check upon any solvent Bank or Trust Company, payable without reserve to the City of Shawnee, Oklahoma, in an amount not less than five percent (5%) of the total amount of the bid. Bid security of the two low bidders will be retained until approval of contract and execution of satisfactory bonds by the successful bidder, or until other disposition on the bids is made.

The bonds required will be a Performance Bond, a Payment Bond, and a Maintenance Bond, each in the full amount of the contract. The Authority will not accept letters of credit in lieu of any bond required herein.

A MANDATORY pre-bid conference is scheduled for 10:00 a.m. on July 7, 2022 in the Shawnee City Hall, 16 W 9th Street, Shawnee, OK 74801.

Contract to be awarded to low responsive responsible bidder.

The Owner reserves the right to waive any informalities in the bidding.

Conditional bids will not be accepted.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least Thirty (30) days. The bid may be extended for a period of 30 days by mutual agreement of the bidder and the Owner.

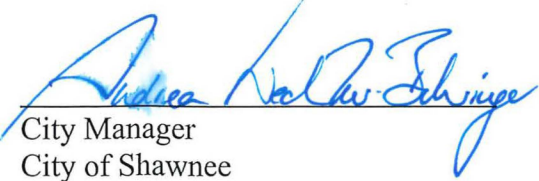
The attention of all bidders is called to the fact that they must meet the requirements and bid in accordance with the laws of the State of Oklahoma governing public works contracts.

This project is to be locally funded.

The bidder (Proposer) must supply all the information required by the bid and proposal form including completion of affidavits or his bid will be considered incomplete and therefore rejected.

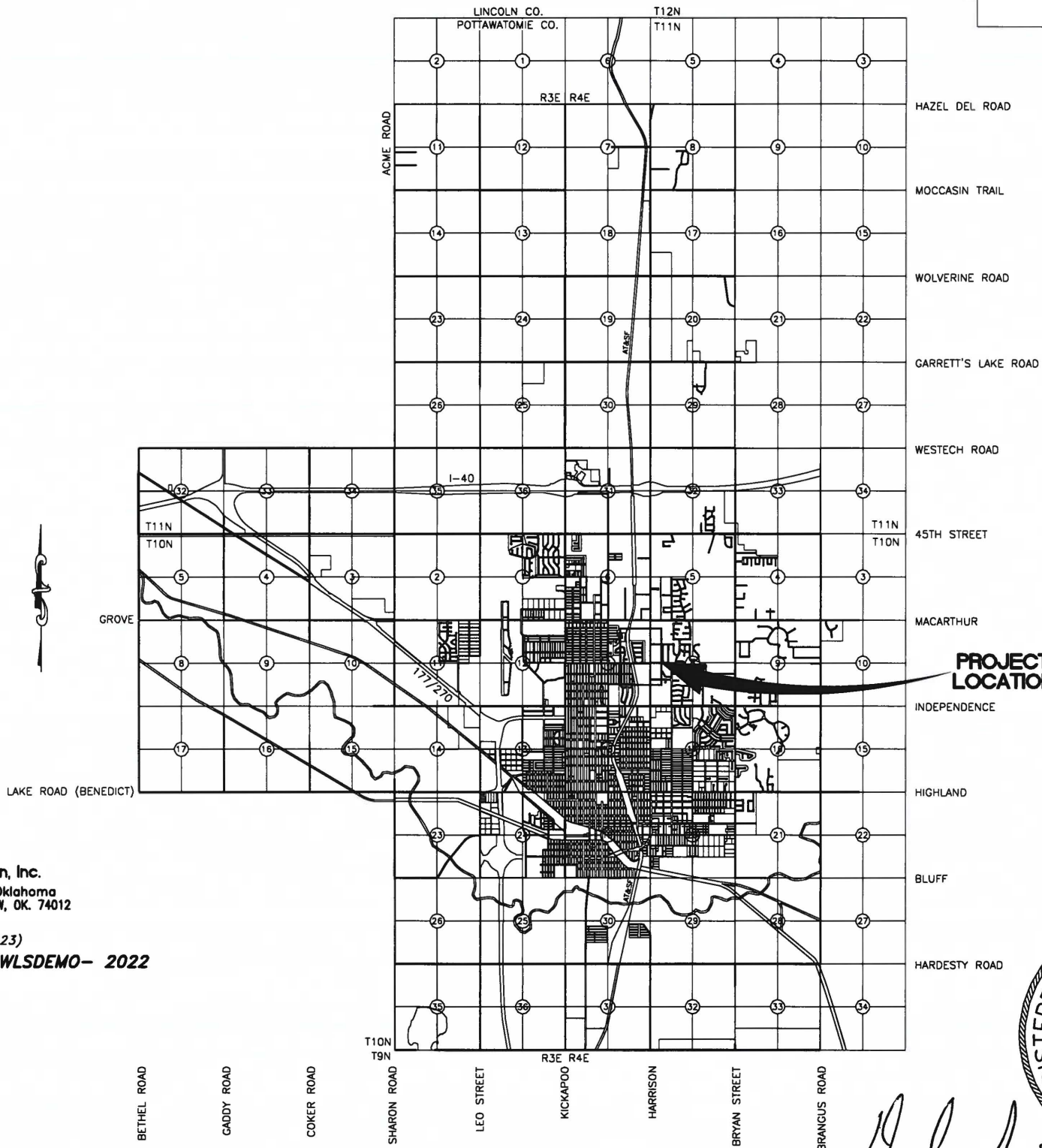
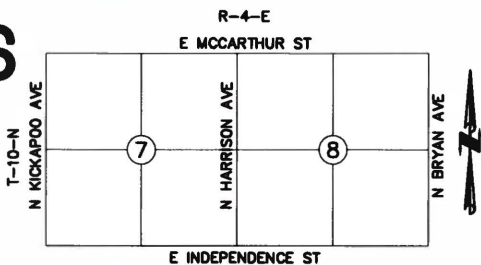
The Owner may request of any bidder, before his bid is considered for award, that he submit a statement of facts as to his previous experience in performing work of the same character and magnitude, as to his business and technical organization, and financial resources and plant available and to be use in performing the contemplated work. Each bidder must have such information, together with a recent financial statement, available upon request.

The City of Shawnee reserves the right to evaluate bids, to reject any or all bids, and to waive any informality in any bid.



City Manager
City of Shawnee
Shawnee, Oklahoma

CAMMACK STREET
GRAVITY RELIEF LINES
SHAWNEE, OK



Holloway, Updike and Bellen, Inc.
Muskogee - Broken Arrow, Oklahoma
2001 N WILLOW AVE, BROKEN ARROW, OK. 74012
918-251-0717, FAX 918-251-0754

ENGINEERS (C.A. No. 219, EXP. 6-30-23)

HUB PROJECT NO. 21SHAWLSDEMO- 2022



Dale Seaton
Dale Seaton
P.E. No. OK 27288
6/1/22
Date



ED BOLT
MAYOR

DANIEL MATTHEWS
COMMISSIONER - WARD 1

DARREN RUTHERFORD
COMMISSIONER - WARD 4

CAMI ENGLER
COMMISSIONER - WARD 2

MARK SEHORN
COMMISSIONER - WARD 5

TRAVIS FLOOD
COMMISSIONER - WARD 3

BEN SALTER
COMMISSIONER - WARD 6

ANDREA WECKMUELLER - BEHRINGER
CITY MANAGER

LISA LASYONE
CITY CLERK

JACOB BUSSELL
CITY TREASURER

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SUMMARY OF QUANTITIES & GENERAL NOTES
3	STORMWATER MANAGEMENT PLAN
4	RIGHT OF WAY DATA
5	KEY MAP & STRUCTURE TABLE
6-10	SANITARY SEWER PLAN AND PROFILE
11	LIFT STATION DEMOLITION PLAN
12	TRAFFIC CONTROL PLAN
S-100 & S-200	CITY OF SHAWNEE STANDARD SANITARY SEWER DETAILS

UTILITY LOCATION NUMBERS

STATE WIDE	1-800-522-6543
OUT OF STATE	1-800-654-8249
LOCAL	1-405-273-1250

CITY ENGINEER _____ DATE _____

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PAY ITEM KEYED NOTE:

1. THE COST OF SAW CUTTING AND ALL LABOR ASSOCIATED WITH THIS WORK SHALL BE INCLUDED IN THE PRICE OF THIS PAY ITEM.
2. CONTRACTOR SHALL TAKE PRECAUTIONS TO MINIMIZE DAMAGE TO TREES, SHRUBS, IRRIGATION SYSTEMS AND EXISTING LANDSCAPING DURING SIDEWALK, CURB AND GUTTER, DRIVEWAY AND SIDEWALK RAMP CONSTRUCTION AND SHALL REPAIR ALL DAMAGE CAUSED AT THE CONTRACTORS EXPENSE.
3. THIS ITEM INCLUDES QUANTITIES FOR PLACEMENT OF SOD (LIKE KIND), COMPACTION OF SUITABLE BACKFILL AND TOPSOIL AT EXISTING GRASS AREAS WHICH MAY BE DAMAGED DURING CONSTRUCTION OF CURBS, SIDEWALKS, DRIVEWAYS AND OTHER MISCELLANEOUS ITEMS. THE QUANTITIES ALLOW FOR A 3’ WIDE STRIP DIRECTLY ADJACENT TO AND ABUTTING THESE ELEMENTS FOR THE LENGTH OF THE SCHEDULED REPAIRS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF DAMAGE TO EXISTING GRASS THAT EXCEEDS THESE LIMITS.
4. COST OF FERTILIZING AND WATERING SHALL BE INCLUDED IN THE COST OF PAY ITEM “SOLID SLAB SODDING.” FERTILIZER SHALL BE 10–20–10 APPLIED AT THE RATE OF 1.5 POUNDS PER 10 SQUARE YARDS. FERTILIZER SHALL BE APPLIED PER ODOT SPECIFICATION 230.04(G). WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.
5. REFLECTORIZED SHEETS ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956–01, TYPE IX RETROFLECTIVE SHEETING. REFLECTORIZED SHEETING ON ALL DRUMS SHALL BE OF A HIGH INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956–01, TYPE III RETROFLECTIVE SHEETING.
6. IF WARNING LIGHTS ARE TO BE USED ON TRAFFIC CONTROL DEVICES, TYPE “A” LIGHTS SHALL ONLY BE USED ON DEVICES WARNING OF UNEXPECTED HAZARDS, AND SHALL NOT BE USED FOR DELINEATION OF THE REVEALED WAY. TYPE “C” WARNING LIGHTS SHALL BE USED FOR DELINEATION OF THE TRAVELED WAY, AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.
7. ALL DEMOLITION MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED FROM THE SITE, THE COST FOR REMOVAL TO BE INCLUDED IN BID PRICE, NO ADDITIONAL PAYMENT WILL BE MADE.
8. ALL STAKING AND SURVEYING NECESSARY TO COMPLETELY CONSTRUCT ALL OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED BY A REGISTERED LICENSED SURVEYOR IN THE STATE OF OKLAHOMA WITH FINISHED GRADES TO BE APPROVED BY THE INSPECTOR.
9. CONTRACTOR SHALL COORDINATE THE BRACING OF UTILITY POLES AFFECTED BY TRENCHING CONDITIONS WITH THE UTILITY COMPANY, NO ADDITIONAL PAYMENT SHALL BE MADE.
10. CONTRACTOR SHALL FURNISH TEMPORARY FENCING WHERE REQUIRED, NO ADDITIONAL PAYMENT SHALL BE MADE.
11. CONTRACTOR TO EXCAVATE ALL UTILITY CROSSINGS AHEAD OF PIPE LAYING SO THE GRADES CAN BE ADJUSTED ON THE PROPOSED SEWER LINE TO AVOID UTILITY CONFLICTS, FAILURE TO DO SO SHALL NOT ENTITLE THE CONTRACTOR TO CLAIM EXTRA COMPENSATION FOR ADJUSTMENTS TO THE PROPOSED SEWER LINE.
12. PAY ITEM SHALL INCLUDE THE COST OF REMOVING AND REPLACING VARIOUS STRUCTURES AND OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO , PLANTERS, MAILBOXES, SIGNS, TREES, IRRIGATIONS SYSTEMS, ROCK STEPS, ETC.
13. ALL ABANDONED SEWER LINES LEFT IN PLACE SHALL BE PLUGGED WITH CONCRETE AT EACH LINE BREAK ONCE SALVAGEABLE FITTINGS ARE REMOVED. COST OF CONCRETE PLUGGING TO BE INCLUDED IN COST OF PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE.
14. ALL CURB AND GUTTER ASSOCIATED WITH THE DRIVEWAY AND THROUGH THE DRIVEWAY IS INCLUDED IN THE COST OF THE DRIVEWAY.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL AND MAINTENANCE OF THE STORM WATER DRAINAGE FROM THE CONSTRUCTION SITE. STORM WATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED. ALL COST ASSOCIATED WITH STORM WATER MANAGEMENT, AS WELL AS REMOVAL OF ALL SILT AND DEBRIS FROM ALL DRAINAGE STRUCTURES, STORM SEWER PIPES AND APPURTENANCES WITHIN THE PROJECT LIMITS AT END OF PROJECT, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THIS ITEM.
16. COST ASSOCIATED WITH REMOVAL AND REPLACEMENT OF RETAINING WALL TO BE INCLUDED IN RIGHT OF WAY RESTORATION.
17. INSTALL TWO INCH STEEL VENT PIPE AT ROW LINE OF ALL CASINGS. COST SHALL BE INCLUDED IN COST OF BORE.
18. NEW SERVICES SHALL BE EXTENDED TO THE ROW OR EASEMENT LINE. ALL SERVICE CLEANOUTS SHALL BE CAPPED.
19. HYDROSTATIC TESTS MUST USE A 2 FOOT TEST HEAD AND LEAKAGE INWARD OR OUTWARD MUST NOT EXCEED 10 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY. THE PROCEDURES LISTED IN THE HANDBOOK OF PVC PIPE, UNI–BELL PVC ASSOCIATION, 2001 MAY BE USED FOR PVC PIPE.

20. PIPE DEFLECTION TESTS: WHENEVER FLEXIBLE PIPE IS INSTALLED, EACH SECTION SHALL BE MEASURED FOR VERTICAL RING DEFLECTION AFTER INSTALLATION AND FINAL BACKFILL. CONDUCT TESTS NO EARLIER THAN 30 DAYS AFTER FINAL TRENCH BACKFILL TO GRADE. MAXIMUM ALLOWABLE RING DEFLECTION OF THE PIPELINE SHALL NOT EXCEED 5%. TEST MUST BE RUN USING A RIGID BALL OR MANDREL WITH A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE TAKING INTO ACCOUNT MANUFACTURING TOLERANCES. PIPE SHALL CONFORM TO ASTM D1784 AND ASTM F794.
21. SEE SECTION 02730, WASTEWATER COLLECTION SYSTEM.
22. PAY ITEM SHALL INCLUDE ALL COSTS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE AND REMOVAL OF REQUIRED TRAFFIC CONTROL ITEMS.

GENERAL CONSTRUCTION NOTES:

1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARDS FOR HIGHWAY CONSTRUCTION, AND THE CURRENT SPECIFICATIONS AND STANDARD DRAWINGS FOR THE CITY OF SHAWNEE OF PUBLIC WORKS AND SPECIAL PROVISIONS INCLUDED HEREIN.
2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER ACTION NEEDED, BEING HIS OWN RESPONSIBILITY OR AS THE ENGINEER MAY DETERMINE REASONABLY NECESSARY TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.
3. ALL EXCAVATED MATERIAL NOT REQUIRED IN OTHER AREAS OF THE PROJECT, INCLUDING CONCRETE AND CURB REMOVAL, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE ENGINEER WITHOUT COST TO THE CITY. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN AN EARTH CHANGE PERMIT IF MATERIAL IS TO BE DISPOSED OF WITHIN THE CITY LIMITS OF SHAWNEE.
4. THE CONTRACTOR SHALL WORK IN COOPERATION WITH THE CITY OF SHAWNEE TO ESTABLISH, INSTALL, MAINTAIN AND OPERATE COMPLETE, ADEQUATE, AND SAFE TRAFFIC CONTROLS DURING THE ENTIRE CONSTRUCTION PERIOD. IF IT IS NECESSARY TO CLOSE ANY PORTION OF ANY STREET TO ACCOMMODATE ANY PHASE OF CONSTRUCTION, THE CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO PUBLIC WORKS FIELD ENGINEERING, AT LEAST 72 HOURS PRIOR TO COMMENCING THE PHASE OF WORK. ALL TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE TRAFFIC ENGINEER OF THE CITY OF SHAWNEE. THE CONTRACTOR SHALL PLACE TRAFFIC CONTROL FLAGMEN, BARRICADES AND ALL OTHER DEVICES WITHIN THE VICINITY OF THE CONSTRUCTION AS REQUIRED. ALL CONSTRUCTION SIGNING WILL BE DONE ACCORDING TO STANDARDS SET FORTH IN THE “MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES”, LATEST EDITION.
5. WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND CAPACITY RECOMMENDED BY THE MANUFACTURER OF THE VEHICLE OR PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.
6. WHERE IT IS NECESSARY TO CROSS CURBING, PROTECTION AGAINST DAMAGE SHALL BE PROVIDED BY THE CONTRACTOR AND ANY DAMAGE TO THE ROADWAY PAVEMENT, CURB, DRIVEWAYS OR SIDEWALKS CAUSED BY THE CONTRACTORS SOLE EXPENSE.
7. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH PROJECT AT ALL TIMES, ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE FOR TRAFFIC AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT SOLELY AT THE EXPENSE OF THE CONTRACTOR. NO ADDITIONAL PAYMENTS SHALL BE MADE TO MAINTAIN LOCAL AND THROUGH TRAFFIC THROUGH STREETS OR DRIVES FOR ANY REASON, INCLUDING WASHOUT DUE TO WEATHER.
8. PHYSICAL TESTING FOR QUALITY ASSURANCE AS REQUIRED WILL BE FURNISHED BY THE CONTRACTOR. QUALITY CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE–CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN TEN DAYS NOR LATER THAN 48 HOURS, EXCLUDING SATURDAYS, SUNDAYS, LEGAL HOLIDAYS, PRIOR TO COMMENCEMENT OF WORK. PHONE 1–800–522–6543.
10. THE CONTRACTOR SHALL GIVE 72 HOURS NOTIFICATION PRIOR TO WORKING ON THE PROPERTY OWNER’S DRIVEWAY. TEMPORARY DRIVES SHALL BE CONSTRUCTED AND MAINTAINED AS NECESSARY TO PROVIDE ACCESS TO PROPERTY THROUGH OUT THE PROJECT. ALL DRIVEWAYS SHALL BE USABLE AND OPEN DURING NON–CONSTRUCTION PERIODS.
11. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE AREAS SURROUNDING AND ADJACENT TO THE PROJECT AREA, AS WELL AS COMPLETED PROJECT ELEMENTS, FROM DAMAGE CAUSED BY THE CONTRACTORS OPERATIONS. DAMAGED ITEMS SHALL BE REPAIRED AT THE CONTRACTOR’S SOLE EXPENSE.
12. THE LOCATIONS OF THE UTILITIES ARE SHOW ACCORDING TO AVAILABLE INFORMATION. THE CONTRACTOR SHALL DETERMINE THE EXACT TYPE, SIZE, LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UTILITIES.
13. WHERE EXISTING FENCING IS USED FOR THE CONTAINMENT OF PETS AND THE FENCE MUST BE DISTURBED OR REMOVED IN THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN FENCING UNTIL THE PERMANENT FENCING HAS BEEN RESTORED. NO ADDITIONAL PAYMENT WILL BE MADE.
14. NO FLY ASH IS TO BE USED IN CONCRETE MIXTURES ON THIS PROJECT.
15. ALL ABANDONED LINES TO BE REMOVED.

SUMMARY OF QUANTITIES				
ITEM NO.	DESCRIPTION	PAY NOTE	UNIT	QUANTITY
1	ROW CLEARING AND RESTORATION	2,10,12,16	LS	1
2	EXCAVATION AND BACKFILL, UNCLASSIFIED	7,9,11	CY	750
3	SOLID SLAB SOD (LIKE KIND)	3,4	SY	275
4	AGGREGATE BASE TYPE "A"		CY	800
5	8" PVC, SDR-35	13	LF	1724
6	4' ID MANHOLE		EA	7
7	4' ID MANHOLE - EXTRA DEPTH		VF	30
8	14" BORE WITH STEEL CASING	17	LF	210
9	SERVICE CONNECTION	18	EA	8
10	CONCRETE PAVEMENT, REMOVAL AND REPLACEMENT	1,14	SY	1090
11	MOBILIZATION		LS	1
12	CONSTRUCTION STAKING	8	LS	1
13	TRAFFIC CONTROL	5,6,22	LS	1
14	STORMWATER MANAGEMENT PLAN	15	LS	1
15	LEAKAGE TESTING	19,21	LS	1
16	DEFLECTION TEST	20,21	LS	1
17	MANHOLE TEST	21	LS	1

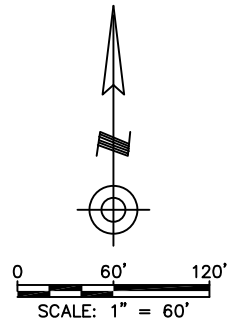
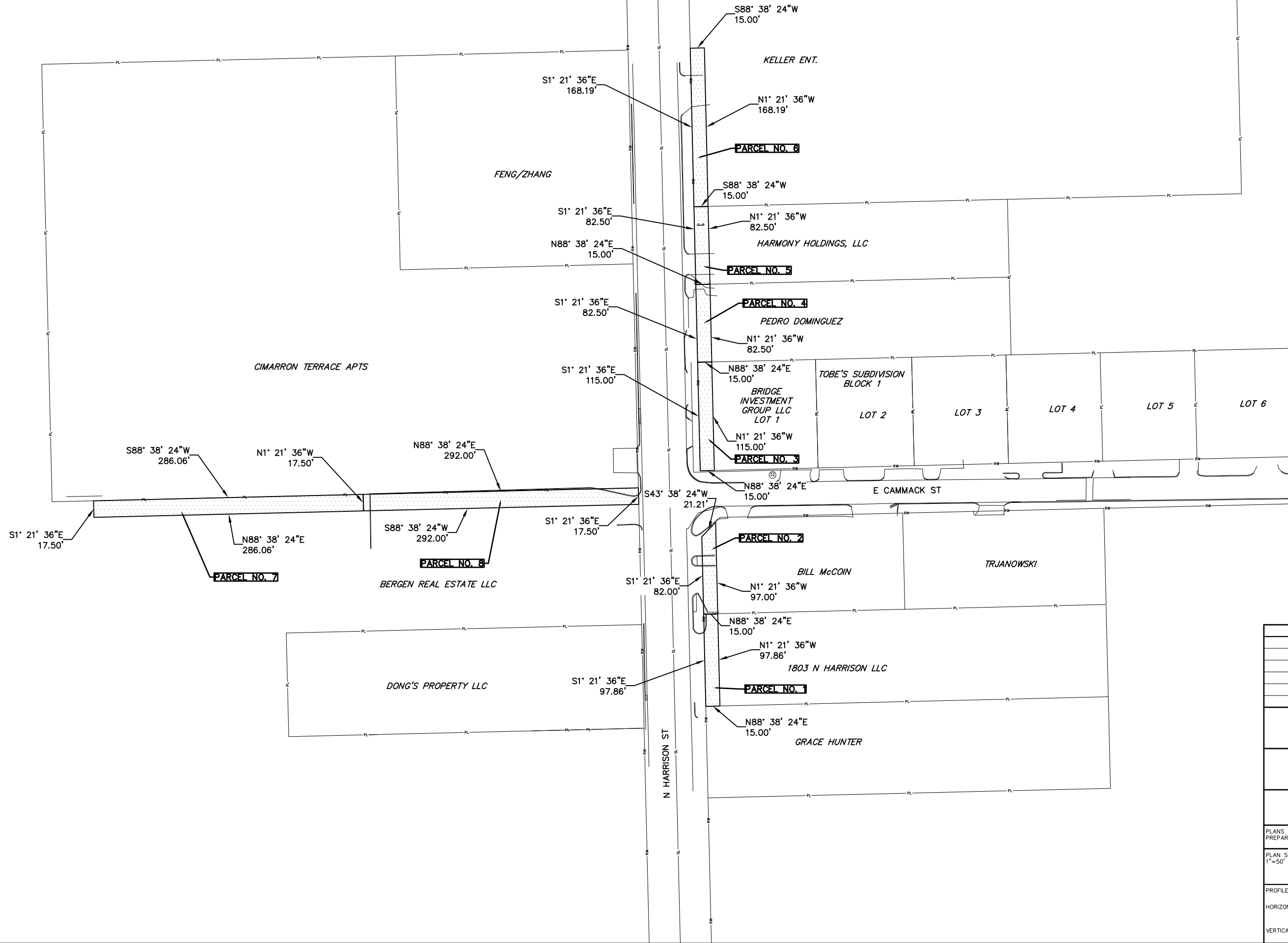
REVISION	BY	DATE
SUMMARY OF QUANTITIES AND GENERAL NOTES		
CAMMACK STREET GRAVITY RELIEF LINE		
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE:	DRAWN DESIGNED SURVEY	PGM DAS
PROFILE SCALE:	PROJ. MGR.	
HORIZONTAL:	LEAD ENGR. FIELD MGR.	
VERTICAL:	RECOMMENDED: DESIGN MANAGER	DATE: 2022 SHEET 2 OF 12 SHEETS

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STORMWATER MANAGEMENT PLAN					
SITE DESCRIPTION		EROSION AND SEDIMENT CONTROLS			
PROJECT LIMITS: NORTH, SOUTH, EAST AND WEST OF N HARRISON ST & E CAMMACK ST PROJECT DESCRIPTION: EXCAVATION, GRADING, EMBANKMENT, CLEARING AND GRUBBING, AND SANITARY SEWER CONSTRUCTION SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: 1. CLEAR AND GRUB AREA 2. STRIP, STOCKPILE AND STABILIZE TOPSOIL, INSTALL TEMP. EROSION CONTROLS 3. REPLACE SALVAGED TOPSOIL AND DEVICES PRIOR TO INSTALLATION OF PERMANENT SOD AND SEEDING, REMOVE TEMP. EROSION CONTROLS 4. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER 5. THE CONTRACTOR SHALL MAINTAIN A LOG OF DATES OF MAJOR SOIL DISTURBANCE ACTIVITIES, THE DATES OF INSTALLATION OF EROSION CONTROL MEASURES, RAINFALL EVENTS, ECT. AS PER OKR10. SOIL TYPE: AYDELOTTE AND ZANEIS LOAM AREA TO BE DISTURBED: 0.25 AC OFFSITE AREA TO BE DISTURBED: N/A (FOR CONTRACTOR USE) MAXIMUM ACRES TO BE DISTURBED AT ANY ONE TIME: (FOR CONTRACTOR USE) LATITUDE & LONGITUDE OF CENTER OF PROJECT: 36°21'06"N / 96°54'44"W NAME OF RECEIVING WATERS: UNNAMED DRAINAGE DITCH SENSITIVE WATER OR WATERSHED: YES NO 303(D) IMPAIRED WATERS: YES NO NOTE: THIS SHEET SHOULD BE USED IN CONJUNCTION WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.		SOIL STABILIZATION PRACTICES: TEMPORARY SEEDING X PERMANENT SODDING, SPRIGGING OR SEEDING VEGETATIVE MULCHING SOIL RETENTION BLANKET X PRESERVATION OF EXISTING VEGETATION NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 21 DAYS. METHODS USED WILL BE AS SHOWN ON DRAWINGS, OR AS DIRECTED BY THE ENGINEER. STRUCTURAL PRACTICES: X STABILIZED CONSTRUCTION EXIT X TEMPORARY SILT FENCE X TEMPORARY SILT DIKES X TEMPORARY FIBER LOGS DIVERSION, INTERCEPTOR OR PERIMETER DIKES DIVERSION, INTERCEPTOR OR PERIMETER SWALES ROCK FILTER DAMS TEMPORARY SLOPE DRAIN PAVED DITCH W/DITCH LINER PROTECTION TEMPORARY DIVERSION CHANNELS TEMPORARY SEDIMENT BASINS TEMPORARY SEDIMENT TRAPS TEMPORARY SEDIMENT FILTERS TEMPORARY SEDIMENT REMOVAL RIP RAP X INLET SEDIMENT FILTER TEMPORARY BRUSH SEDIMENT BARRIERS SANDBAG BERMS TEMPORARY STREAM CROSSINGS OFFSITE VEHICLE TRACKING: X HAUL ROADS DAMPENED FOR DUST CONTROL X LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN X EXCESS DIRT ON ROAD REMOVED DAILY NOTES: 1. THERE ARE NO ENDANGERED OR THREATENED SPECIES OR CRITICAL HABITAT FOUND IN THE PROXIMITY OF THE PROJECT. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF SUCH SPECIES LISTED ON THE US FISH AND WILDLIFE'S LIST OF THREATENED OR ENDANGERED SPECIES ARE ENCOUNTERED. 2. THERE ARE NO PROTECTED PROPERTIES SUCH AS FEDERAL, STATE OR LOCAL HISTORIC PRESERVATION SITES IMPACTED BY THIS PROJECT.		THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING: MAINTENANCE AND INSPECTION: ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 IN (1.25 CM) AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED. WASTE MATERIALS: PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES. HAZARDOUS MATERIALS: PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS. GENERAL NOTES: A STORMWATER POLLUTION PREVENTION PLAN (SW3P) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORMS THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. THE BASIC GOAL OF STORMWATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORMWATER POLLUTION. THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED: 103.05 BONDING REQUIREMENTS 104.10 FINAL CLEANUP 104.12 CONTRACTOR'S RESPONSIBILITY FOR WORK 104.13 ENVIRONMENTAL PROTECTION 106.08 STORING AND HANDLING OF MATERIALS 107.01 LAWS, RULES AND REGULATIONS TO BE OBSERVED 107.20 STORM WATER MANAGEMENT 220 MANAGEMENT OF EROSION, SEDIMENT AND STORM WATER POLLUTION PREVENTION AND CONTROL 221 TEMPORARY SEDIMENT CONTROL IN ADDITION: "ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ WATER QUALITY DIVISION, OCTOBER 18, 2017.	

REVISION	BY	DATE
STORMWATER MANAGEMENT PLAN		
CAMMACK STREET GRAVITY RELIEF LINE		
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE:	DRAWN PGM DESIGNED DAS SURVEY	
PROFILE SCALE:	PROJ. MGR.	
HORIZONTAL:	LEAD ENGR. FIELD MGR.	
VERTICAL:	RECOMMENDED: DESIGN MANAGER	
		DATE: 2022 SHEET 3 OF 12 SHEETS

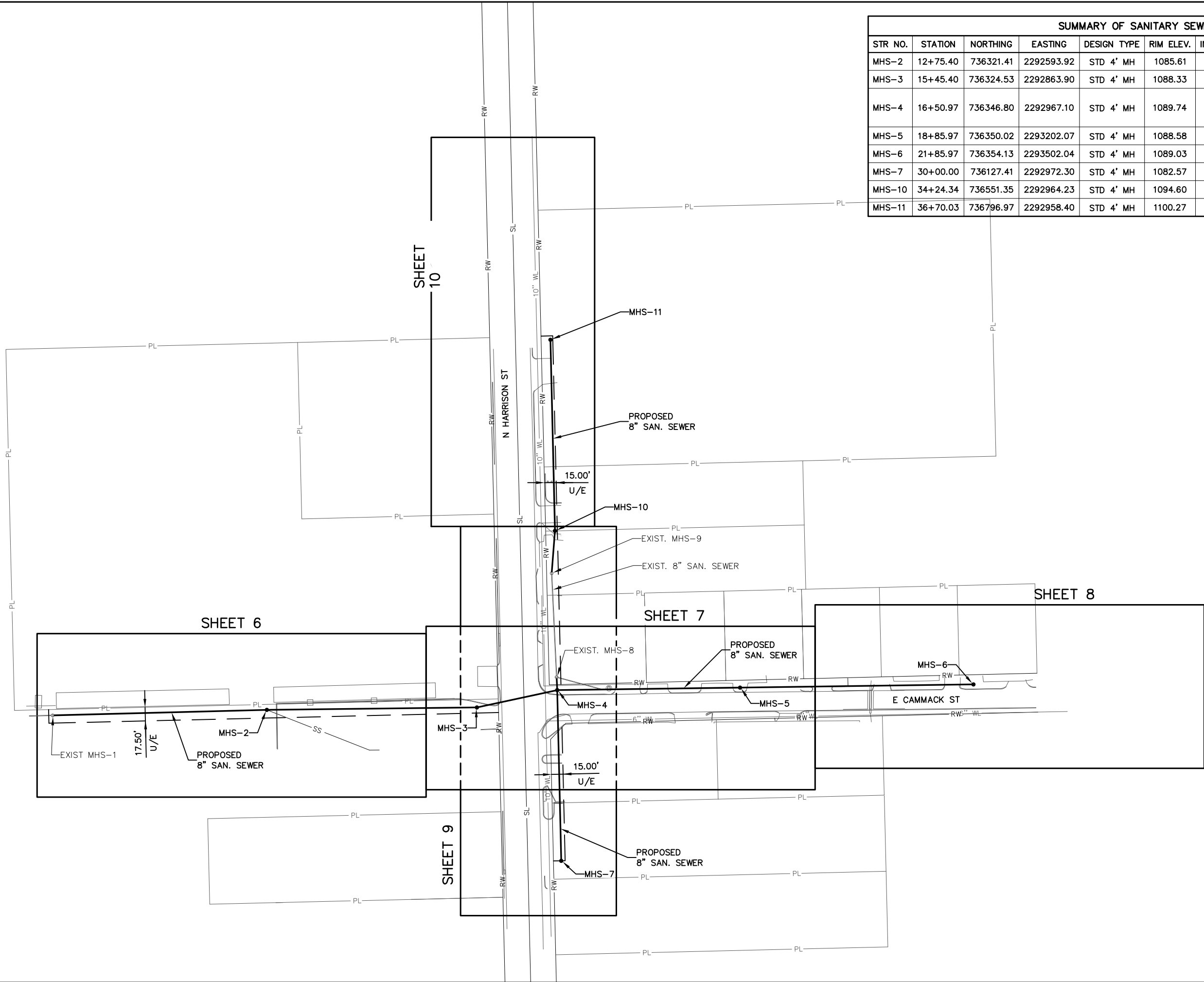
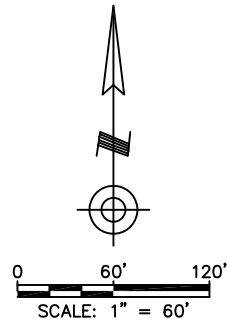
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REVISION	BY	DATE
RIGHT OF WAY DATA		
CAMMACK STREET GRAVITY RELIEF LINE		
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE: 1"=50'	DRAWN DESIGNED SURVEY	PGM DAS
PROFILE SCALE:	PROJ. MGR.	
HORIZONTAL:	LEAD ENGR.	
	FIELD MGR.	
VERTICAL:	RECOMMENDED: DESIGN MANAGER	DATE: 2022 SHEET 4 OF 12 SHEETS

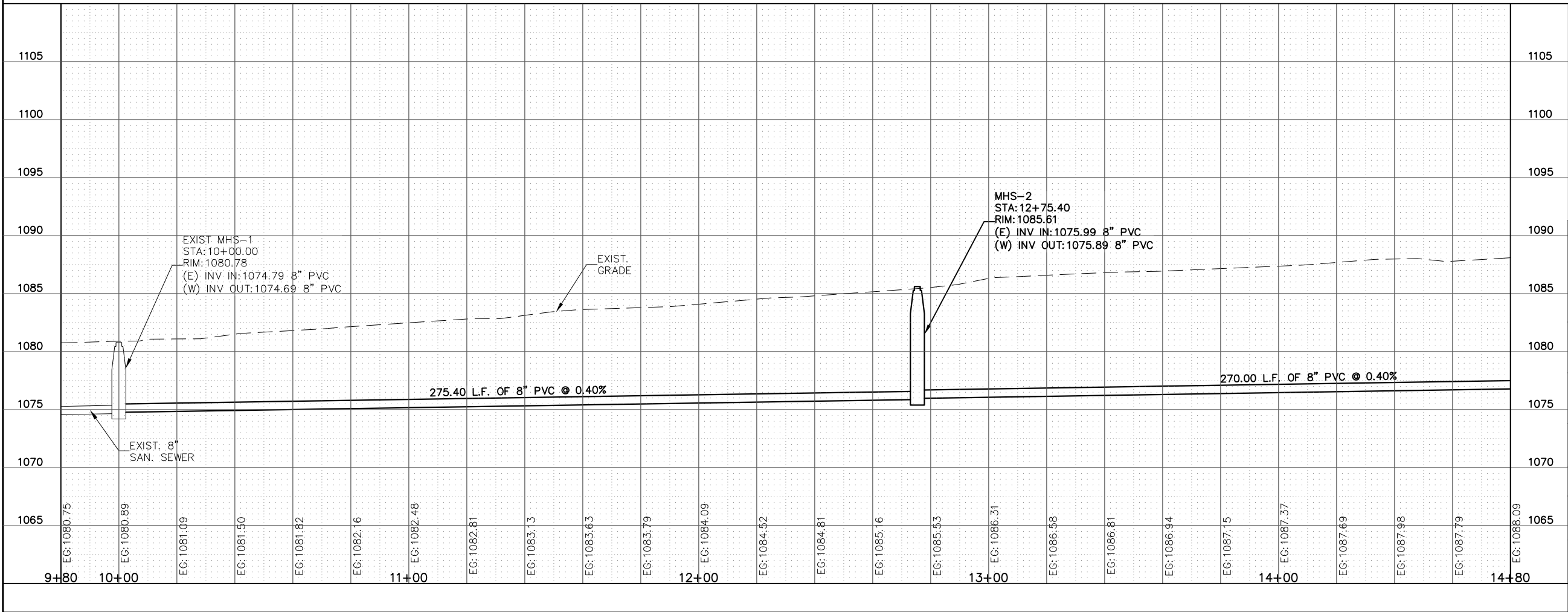
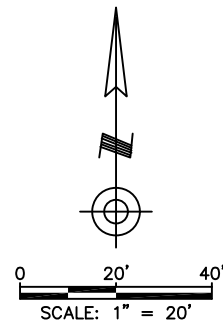
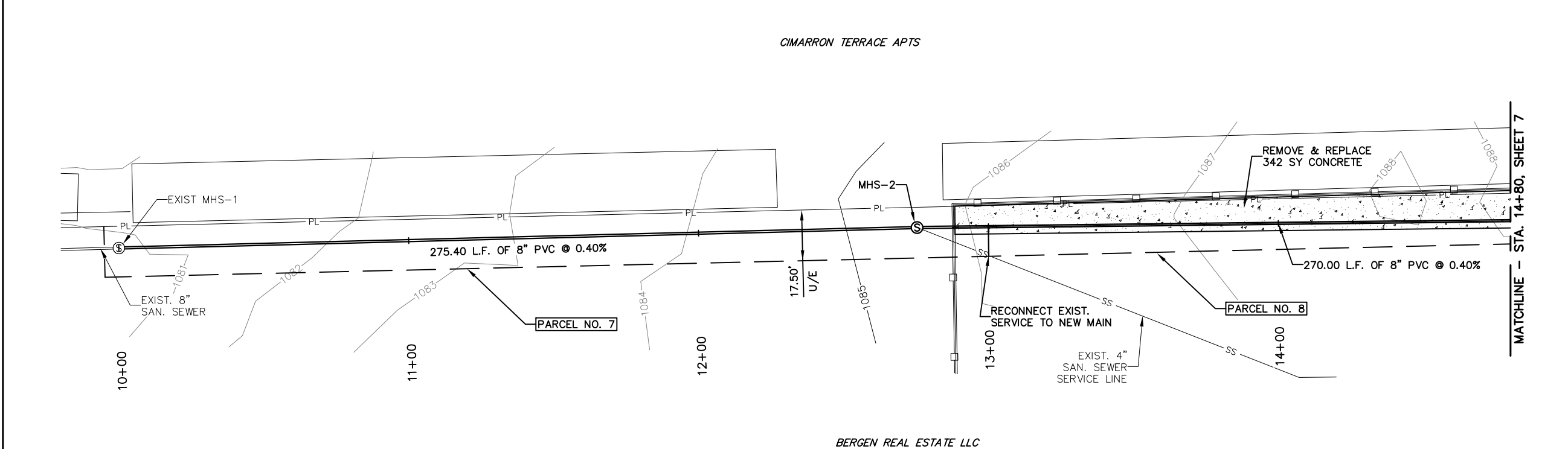
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SUMMARY OF SANITARY SEWER MANHOLES									
STR NO.	STATION	NORTHING	EASTING	DESIGN TYPE	RIM ELEV.	INLET PIPE DIA.	INLET FL	OUTLET PIPE DIA.	OUTLET FL
MHS-2	12+75.40	736321.41	2292593.92	STD 4' MH	1085.61	8"	1075.99	8"	1075.89
MHS-3	15+45.40	736324.53	2292863.90	STD 4' MH	1088.33	8"	1077.17	8"	1077.07
MHS-4	16+50.97	736346.80	2292967.10	STD 4' MH	1089.74	8" 8" 8"	1079.72 1085.69 1077.69	8"	1077.59
MHS-5	18+85.97	736350.02	2293202.07	STD 4' MH	1088.58	8"	1081.00	8"	1080.90
MHS-6	21+85.97	736354.13	2293502.04	STD 4' MH	1089.03			8"	1082.50
MHS-7	30+00.00	736127.41	2292972.30	STD 4' MH	1082.57			8"	1078.57
MHS-10	34+24.34	736551.35	2292964.23	STD 4' MH	1094.60	8"	1088.15	8"	1088.05
MHS-11	36+70.03	736796.97	2292958.40	STD 4' MH	1100.27			8"	1094.27



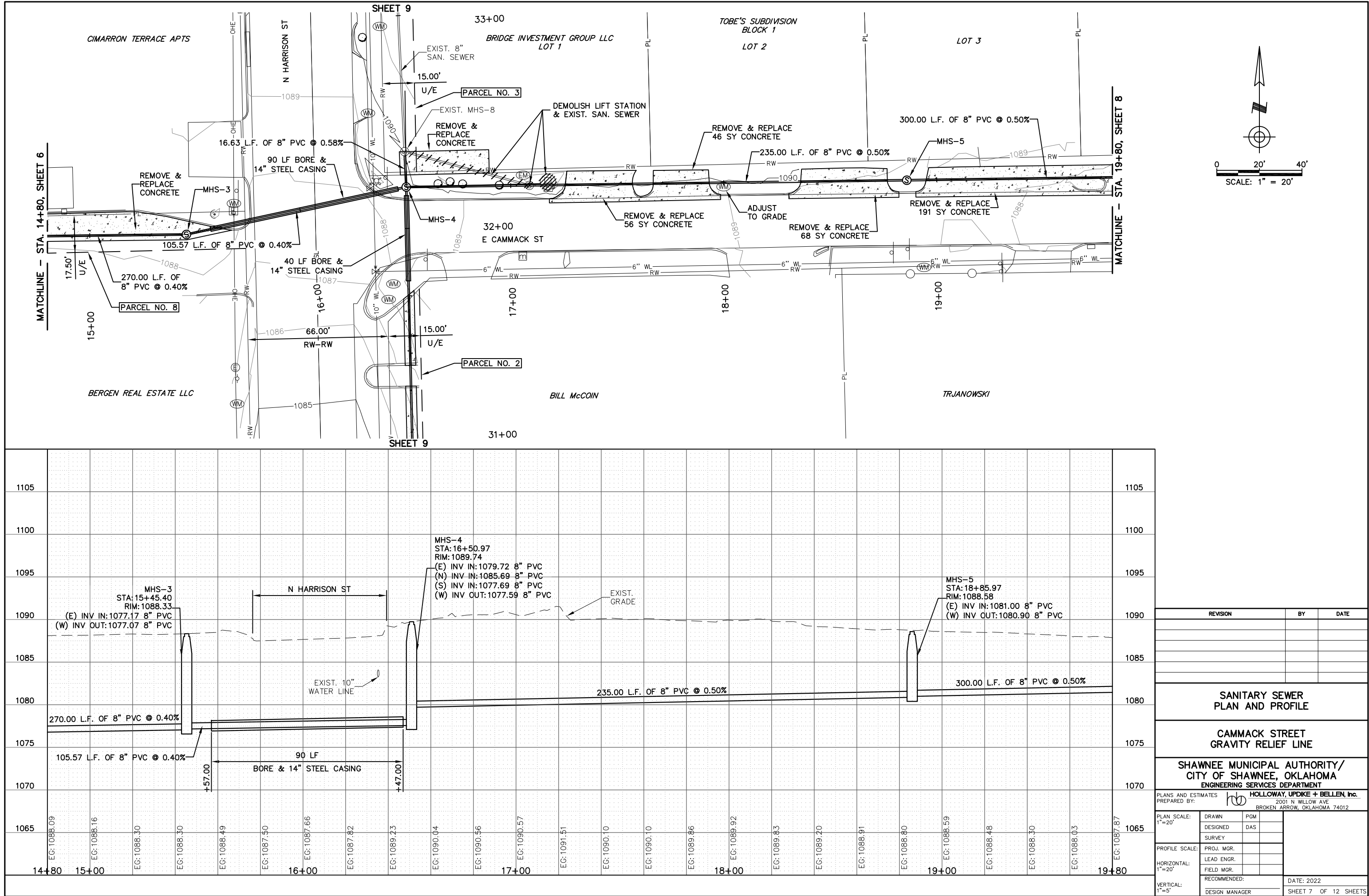
REVISION		BY	DATE
SANITARY SEWER KEY MAP & STRUCTURE TABLE			
CAMMACK STREET GRAVITY RELIEF LINE			
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=60'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2022
	DESIGN MANAGER		SHEET 5 OF 12 SHEETS

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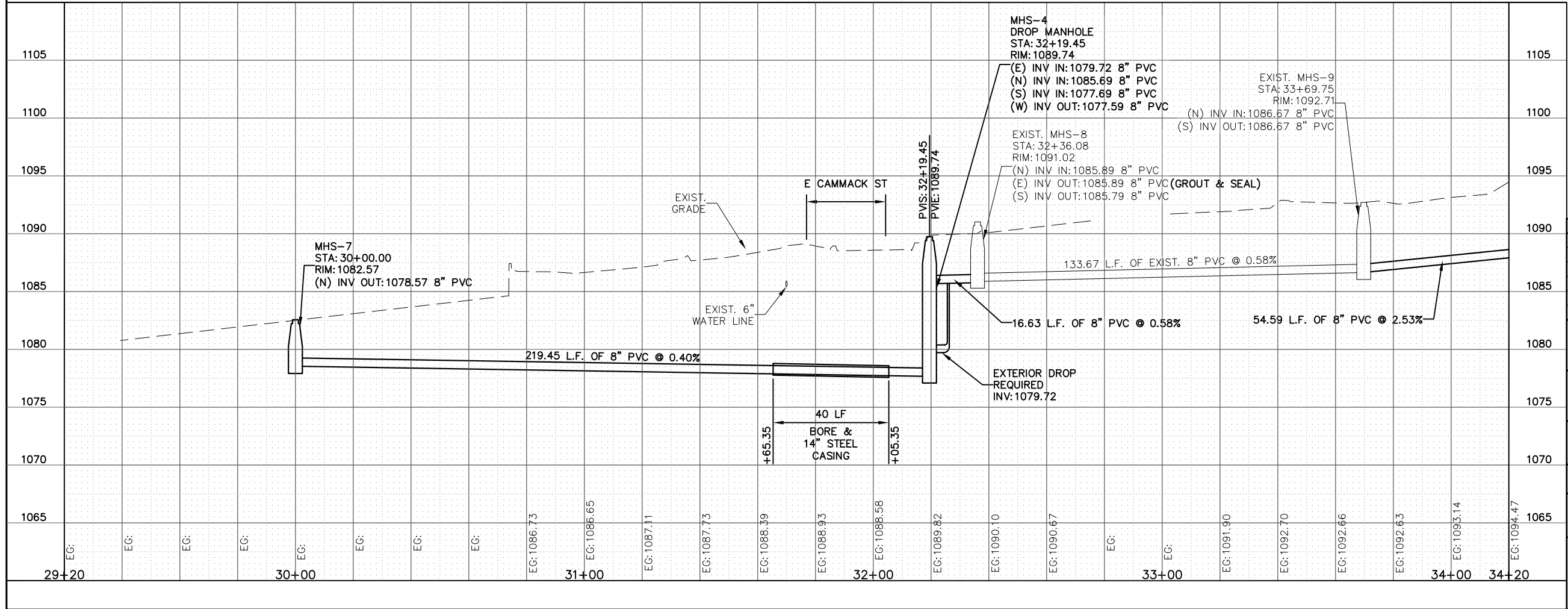
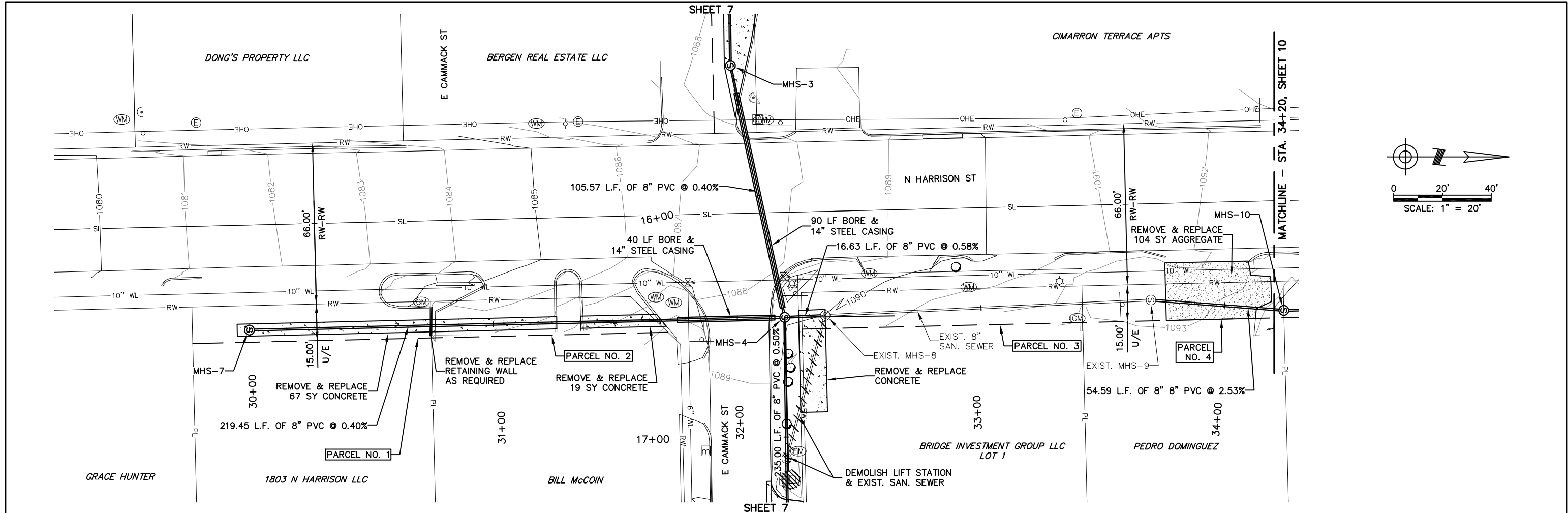


REVISION	BY	DATE
SANITARY SEWER PLAN AND PROFILE		
CAMMACK STREET GRAVITY RELIEF LINE		
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:  HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012		
PLAN SCALE: 1"=20'	DRAWN DESIGNED SURVEY	PGM DAS
PROFILE SCALE: 1"=20'	PROJ. MGR. LEAD ENGR. FIELD MGR.	
HORIZONTAL: 1"=20'		
VERTICAL: 1"=5'	RECOMMENDED: DESIGN MANAGER	DATE: 2022 SHEET 6 OF 12 SHEETS

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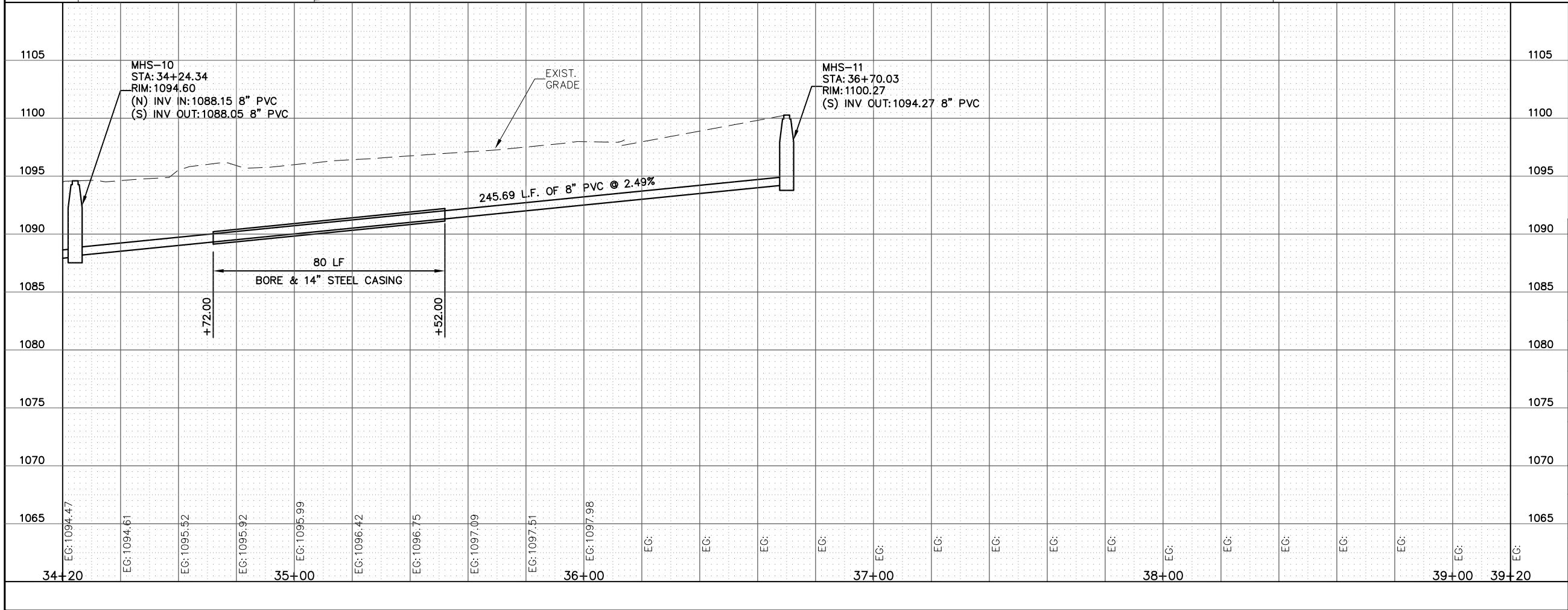
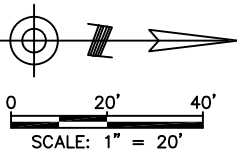
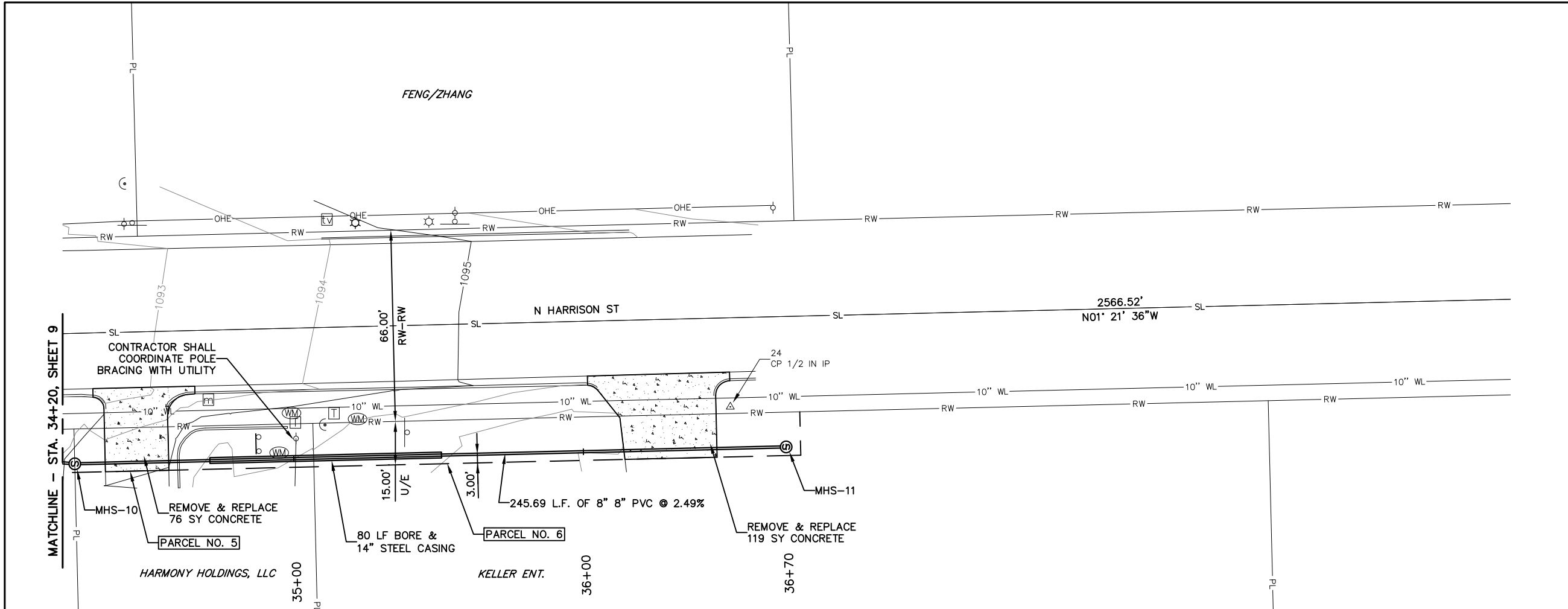


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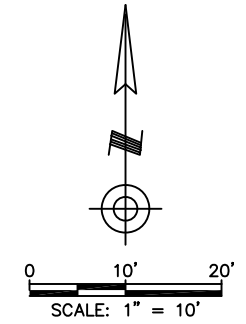
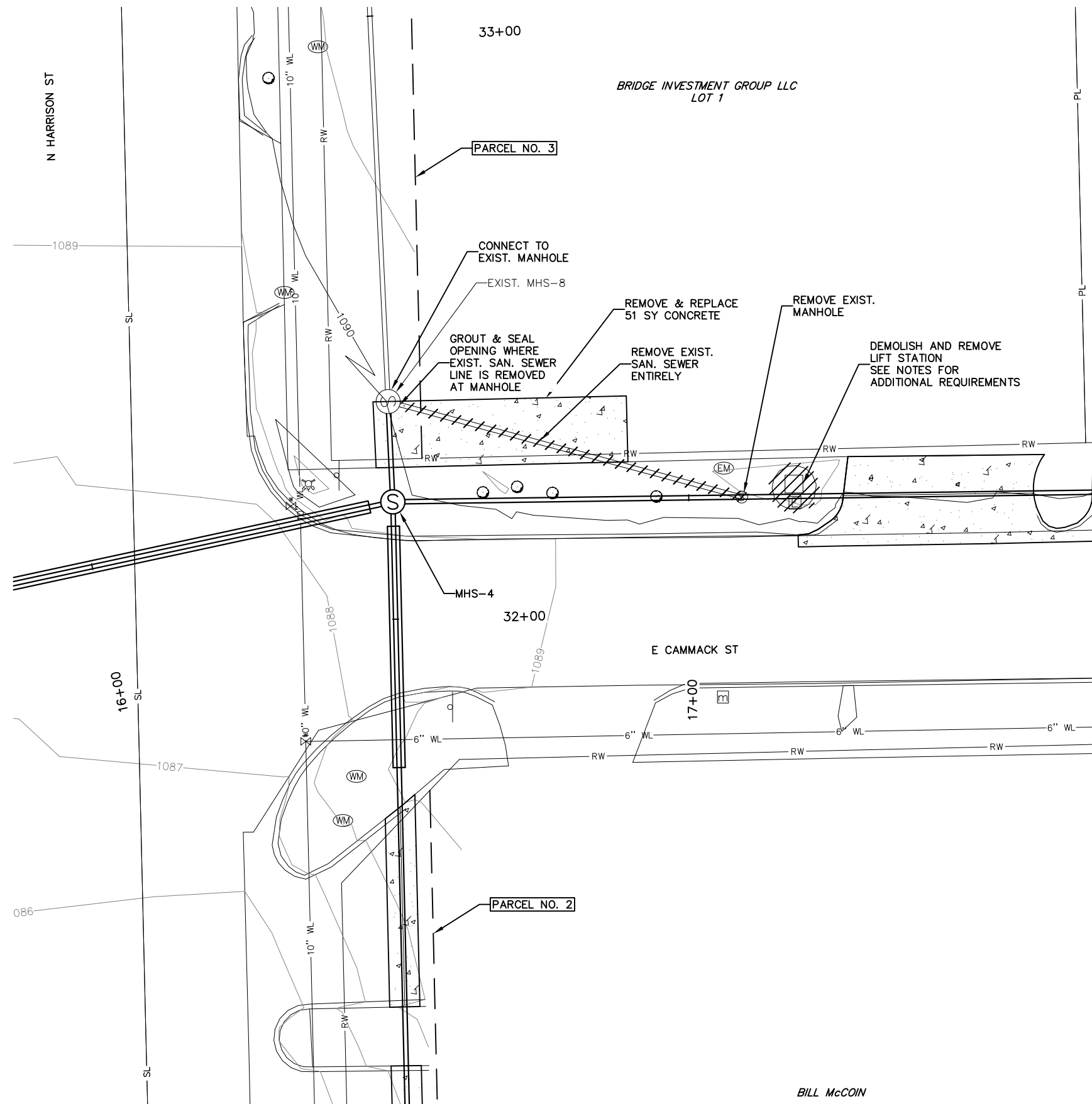


REVISION			BY	DATE
SANITARY SEWER PLAN AND PROFILE				
CAMMACK STREET GRAVITY RELIEF LINE				
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT				
PLANS AND ESTIMATES PREPARED BY:			HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=20'	DRAWN	PGM		
	DESIGNED	DAS		
	SURVEY			
PROFILE SCALE: 1"=20'	PROJ. MGR.			
	LEAD ENGR.			
HORIZONTAL: 1"=20'	FIELD MGR.			
VERTICAL: 1"=5'	RECOMMENDED:		DATE: 2022	
	DESIGN MANAGER		SHEET 9 OF 12 SHEETS	

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REVISION	BY	DATE
SANITARY SEWER PLAN AND PROFILE		
CAMMAK STREET GRAVITY RELIEF LINE		
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE: 1"=20'	DRAWN	PGM
	DESIGNED	DAS
	SURVEY	
PROFILE SCALE: 1"=20'	PROJ. MGR.	
	LEAD ENGR.	
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	RECOMMENDED:	
VERTICAL: 1"=5'	DESIGN MANAGER	
	DATE: 2022	SHEET 10 OF 12 SHEETS

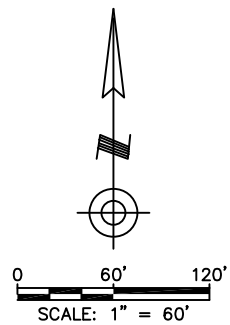
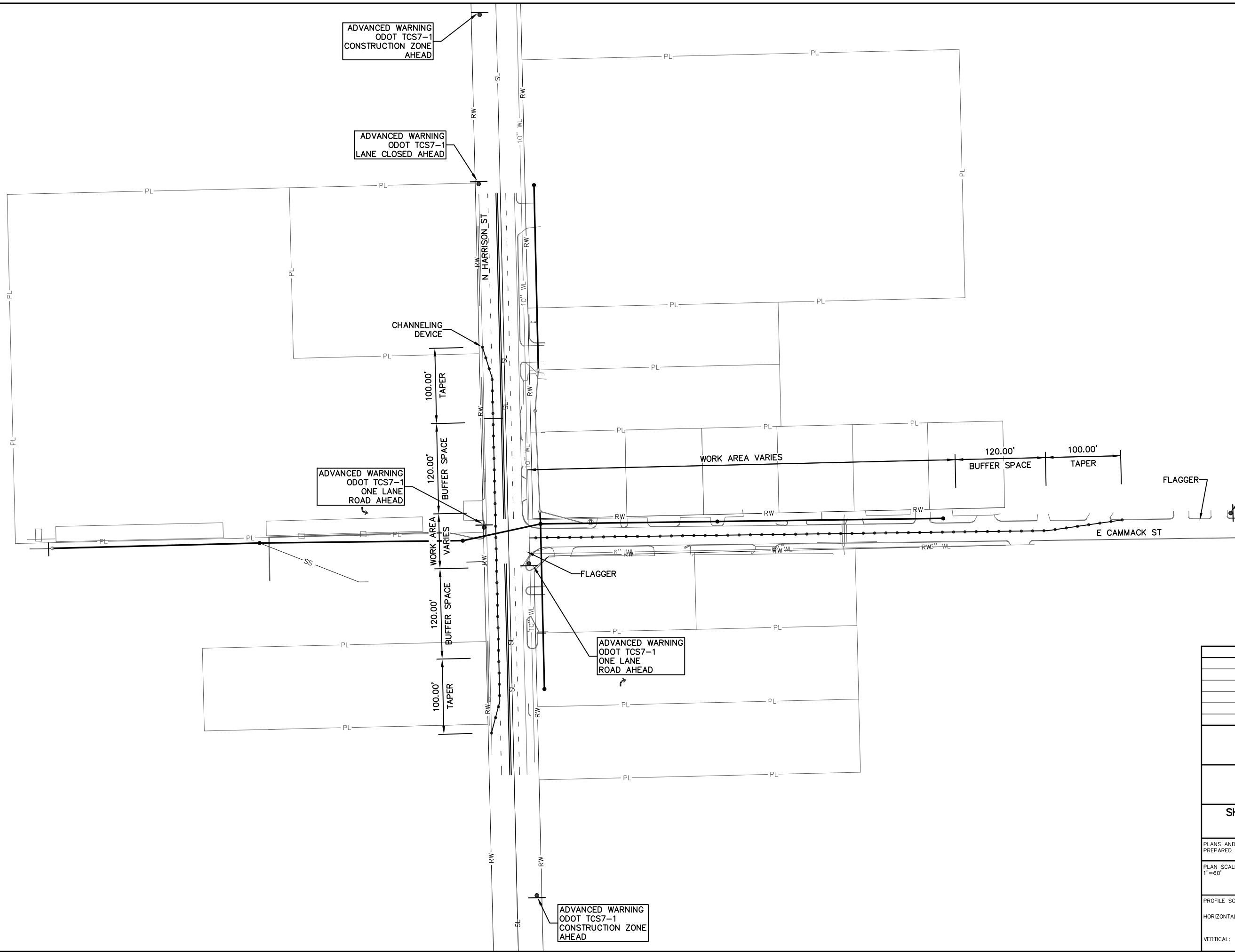


LIFT STATION DEMOLITION NOTES

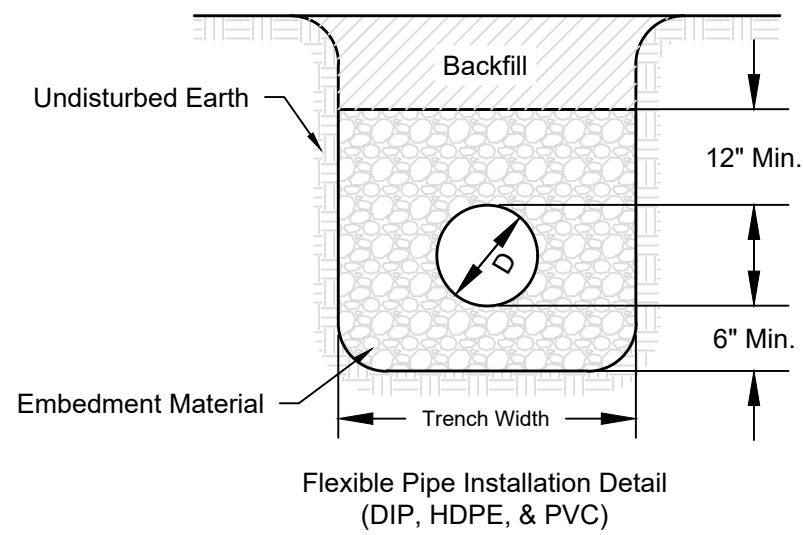
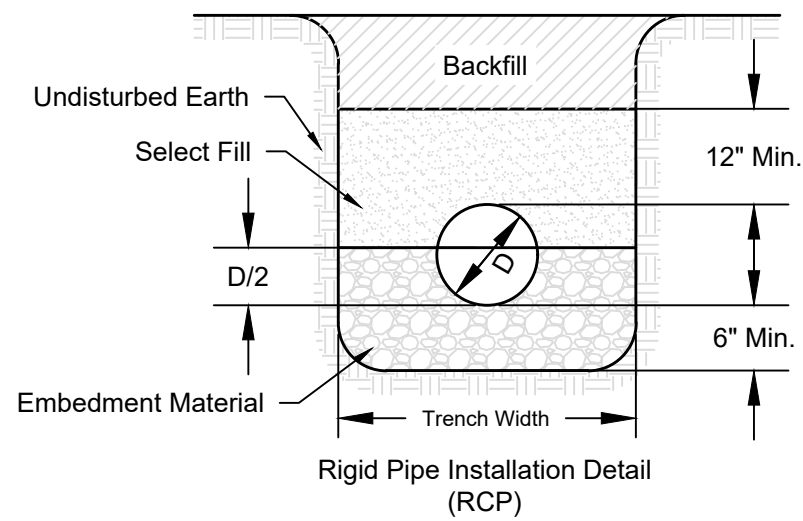
1. REMOVE EXISTING LIFT STATION AND EQUIPMENT ENTIRELY, INCLUDING THE WET WELL STRUCTURE.
2. ALL DEMOLISHED MATERIAL SHALL BECOME PROPERTY OF THE CONTRACTOR AND DISPOSED OF IN A MANNER COMPLIANT WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS..
3. BACKFILL EXCAVATION WITH COMPACTED CLASS A AGGREGATE. INSTALL MINIMUM OF 2'-0" OF SELECT FILL AND 6" TOPSOIL
4. LEVEL AND UNIFORMLY GRADE ENTIRE DISTURBED AREA TO DRAIN.
5. SLAB SOD ENTIRE DISTURBED AREA AND ESTABLISH VIABLE VEGETATIVE COVER.
6. REMOVE EXISTING FORCE MAINS.
7. CONTRACTOR SHALL SUPPORT EXISTING UTILITIES DURING DEMOLITION.
8. DEMOLITION AND CONSTRUCTION ACTIVITIES MAY REQUIRE BYPASS PUMPING. BYPASS PUMPING SHALL BE SUPPLIED, INSTALLED, MAINTAINED AND OPERATED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.

	REVISION	BY	DATE
LIFT STATION DEMOLITION PLAN			
CAMMACK STREET GRAVITY RELIEF LINE			
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=10'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
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HORIZONTAL:			
VERTICAL:	RECOMMENDED:		DATE: 2022
	DESIGN MANAGER _____		SHEET 11 OF 12 SHEETS

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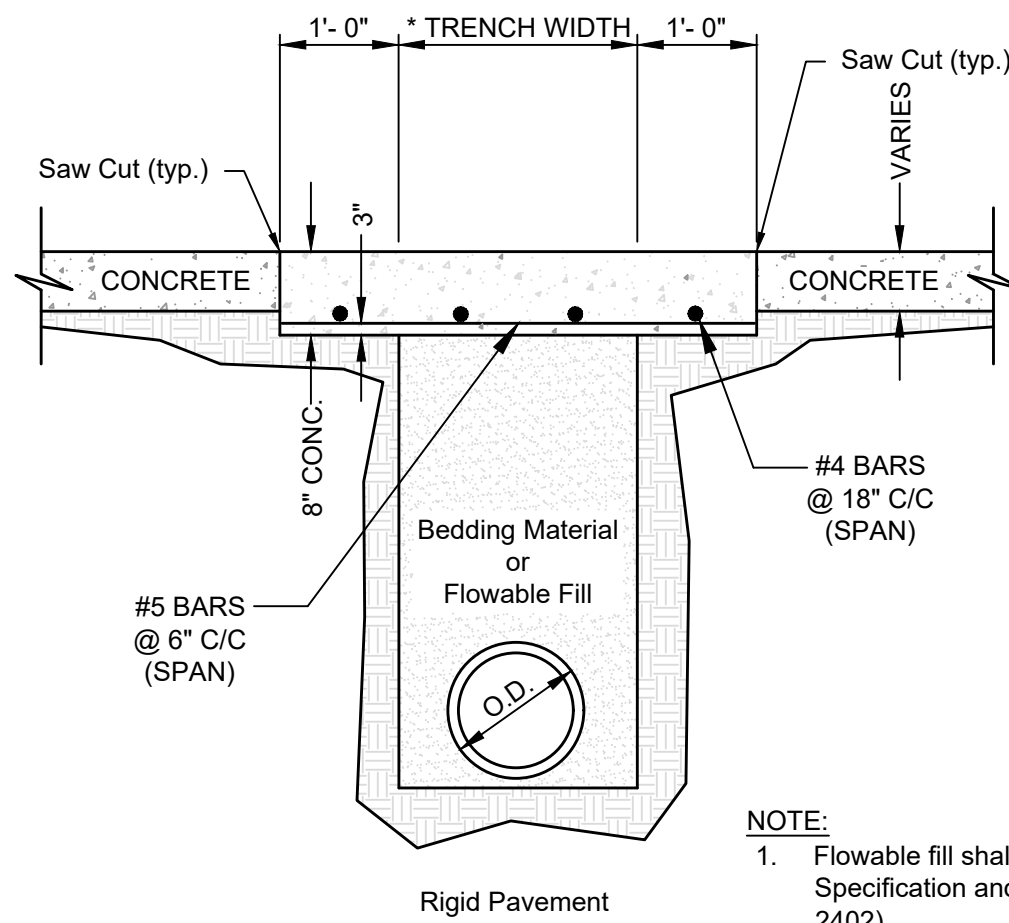
REVISION	BY	DATE
TRAFFIC CONTROL PLAN		
CAMMACK STREET GRAVITY RELIEF LINE		
SHAWNEE MUNICIPAL AUTHORITY/ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY: 		HOLLOWAY, UPDIKE + BELLEN, Inc. 2001 N WILLOW AVE BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE: 1"=60'	DRAWN DESIGNED SURVEY	PGM DAS
PROFILE SCALE:	PROJ. MGR.	
HORIZONTAL:	LEAD ENGR. FIELD MGR.	
VERTICAL:	RECOMMENDED: DESIGN MANAGER	DATE: 2022 SHEET 12 OF 12 SHEETS



TYPICAL BEDDING & TRENCH DETAILS
S100-A

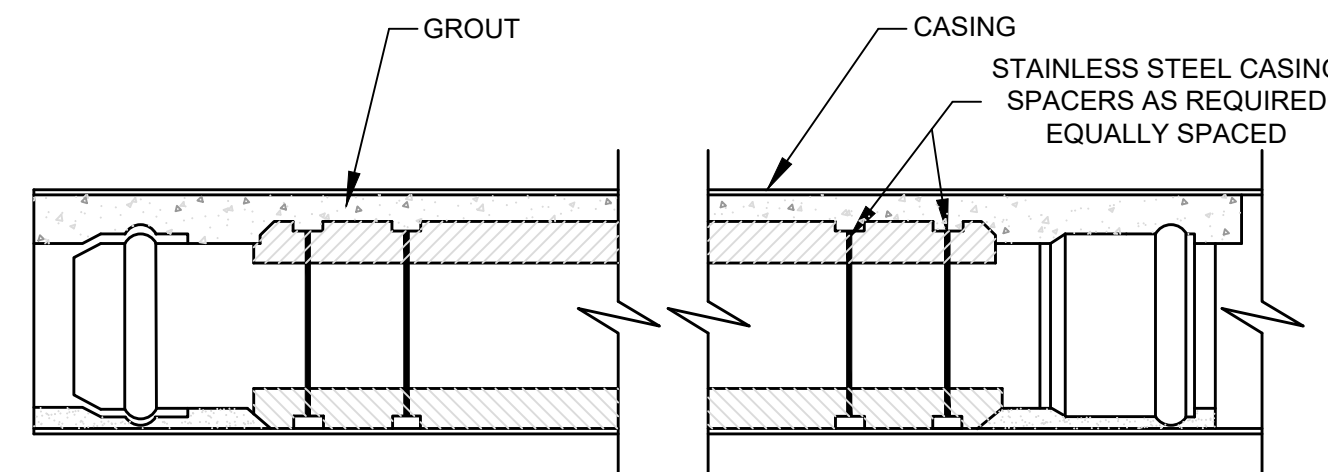
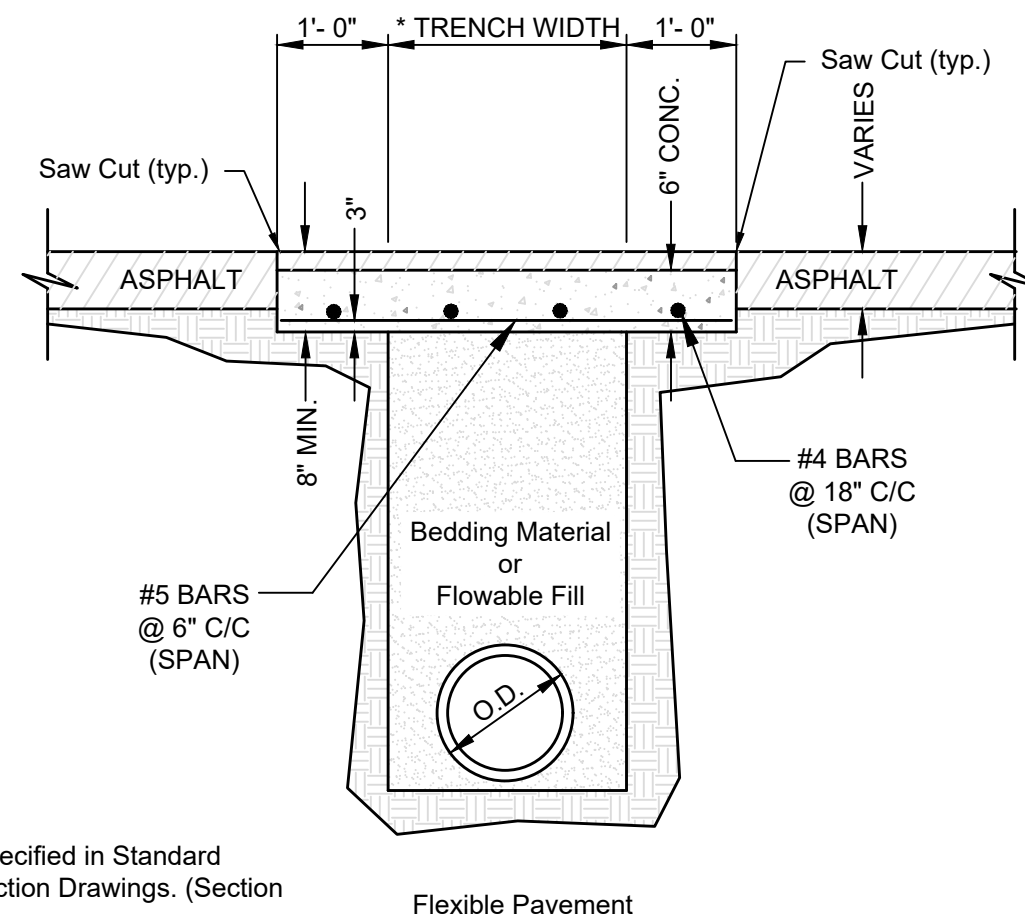
Pipe Size	Standard Trench Width
8"	24"
10"	30"
12"	30"
15"	36"
18"	36"
21"	42"
24"	42"
27"	48"
30"	48"
36"	54"
42"	60"
48"	66"

- NOTE:**
- Embedment material shall consist of a graded or crushed stone conforming to ASTM D448 (ODOT 701.06). The following gradations are acceptable:
 - Size No. 57: 1" to No. 4
 - Size No. 67: 3/4" to No. 4
 - Select fill consists of excavated materials free of rock larger than 2-1/2 inches, organic material, rubbish debris, and all other objectionable material.
 - Compaction Requirements:
 - Paved areas: 95% Standard Proctor Density
 - Non-Paved Areas: 90% Standard Proctor Density if cover depth < 10'. 95% Standard proctor density if cover depth > 10'.

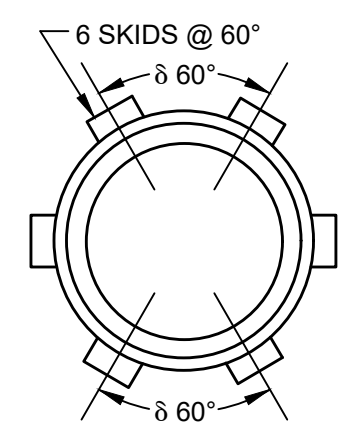


- NOTE:**
- Flowable fill shall be as specified in Standard Specification and Construction Drawings. (Section 2402)
 - Reference detail S100-A for trench width table.

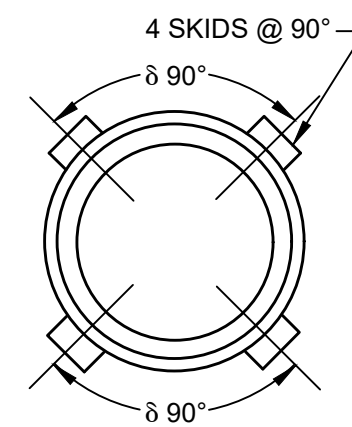
TYPICAL PAVING CUT AND PERMANENT REPAIR
S100-B



Profile



SKID POSITION FOR PIPES GREATER THAN 12"



SKID POSITION FOR PIPES 12" AND SMALLER

Section

Notes:

- PLUGGED PIPE ENDS** -- both ends of the casing pipe shall be sealed with an ethylene propylene diene monomer (EPDM) rubber seal and stainless steel bindings.
- FILLING ANNULAR SPACE** -- The annular space between the sanitary sewer pipe and the steel casing shall be filled with a flowable fill consisting of a Portland cement grout having a minimum twenty-eight (28) day compressive strength of one-thousand (1,000 psi) pounds per square inch. the contractor shall install a vent pipe higher than the upper end of the pipe to ensure the annulus is completely filled with grout.
- CASING PIPE SIZE** -- Steel casing pipe shall have the following suggested minimum diameters:

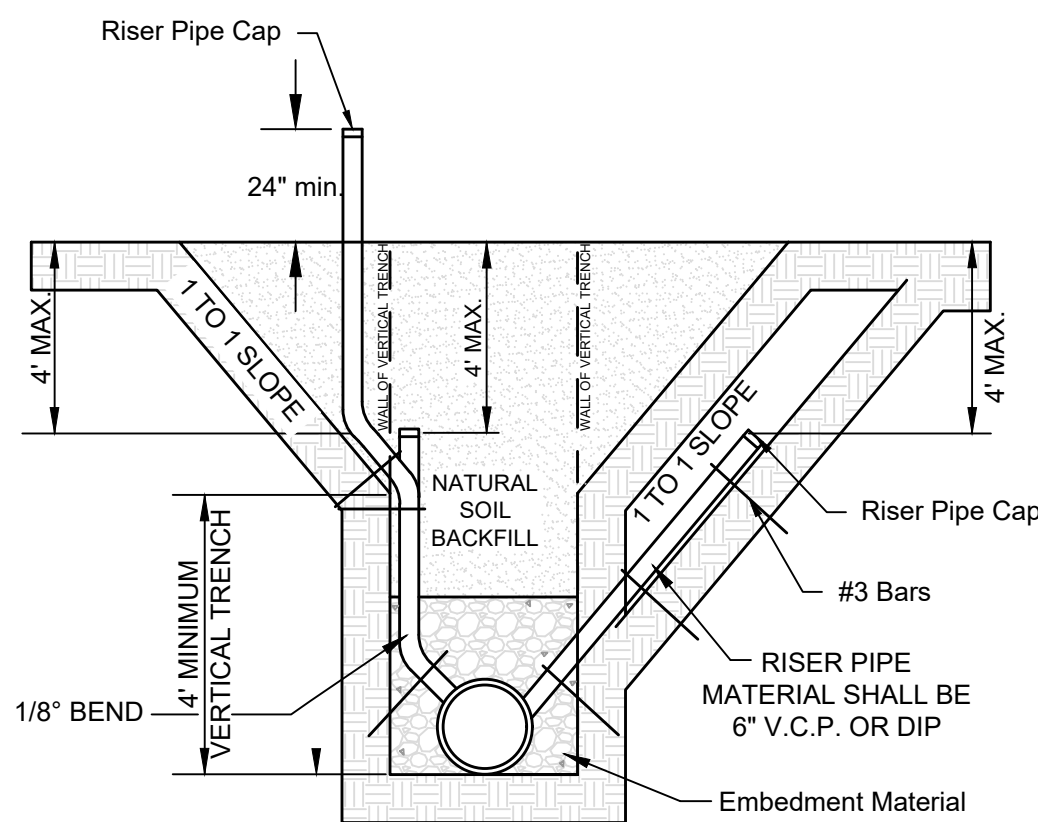
PIPE NOMINAL SIZE (inches)	SUGGESTED CASING PIPE INSIDE DIAMETER (inches)
4	8 to 10
6	10 to 12
8	14 to 16
10	16 to 18
12	18 to 20
15	20 to 22
18	24 to 26
24	31 to 33
27	33 to 36
30	36 to 42
36	42 to 48
42	54 to 60
48	60 to 66

- CASING PIPE THICKNESS** -- Steel casing pipe shall have the following minimum thickness(es), in inches, for the indicated maximum depth of cover(s), in feet:

OUTSIDE DIAMETER (inches)	UNDER HIGHWAY		UNDER RAILROAD	
	WALL THICKNESS (inches)	Max. Depth	WALL THICKNESS (inches)	Max. Depth
< 12 3/4	0.531	30'	0.531	30'
16	0.531	30'	0.531	30'
18	0.531	30'	0.531	30'
20	0.531	30'	0.531	30'
24	0.531	30'	0.531	30'
30	0.531	30'	0.531	30'
36	0.531	30'	0.531	30'
42	0.531	25'	0.531	30'
48	0.531	25'	0.531	25'
54	0.531	25'	0.531	20'
60	0.531	25'	0.531	20'
66	0.531	20'	0.531	20'

- CASING MATERIAL** -- Steel casing pipe shall conform with ASTM A-139, Standard Specification for Electric-Fusion (ARC)-Welded Steel Pipe (NPS4 and over). The steel material shall be new, smooth wall, carbon steel, Grade B, with a minimum tensile strength, and minimum thirty-five-thousand (35,000 psi) pounds per square inch yield strength.

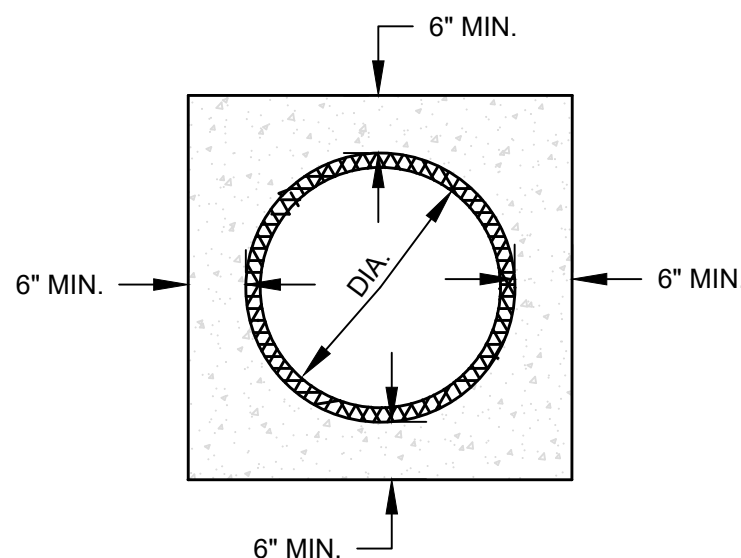
Boring and Casing Detail
S100-C



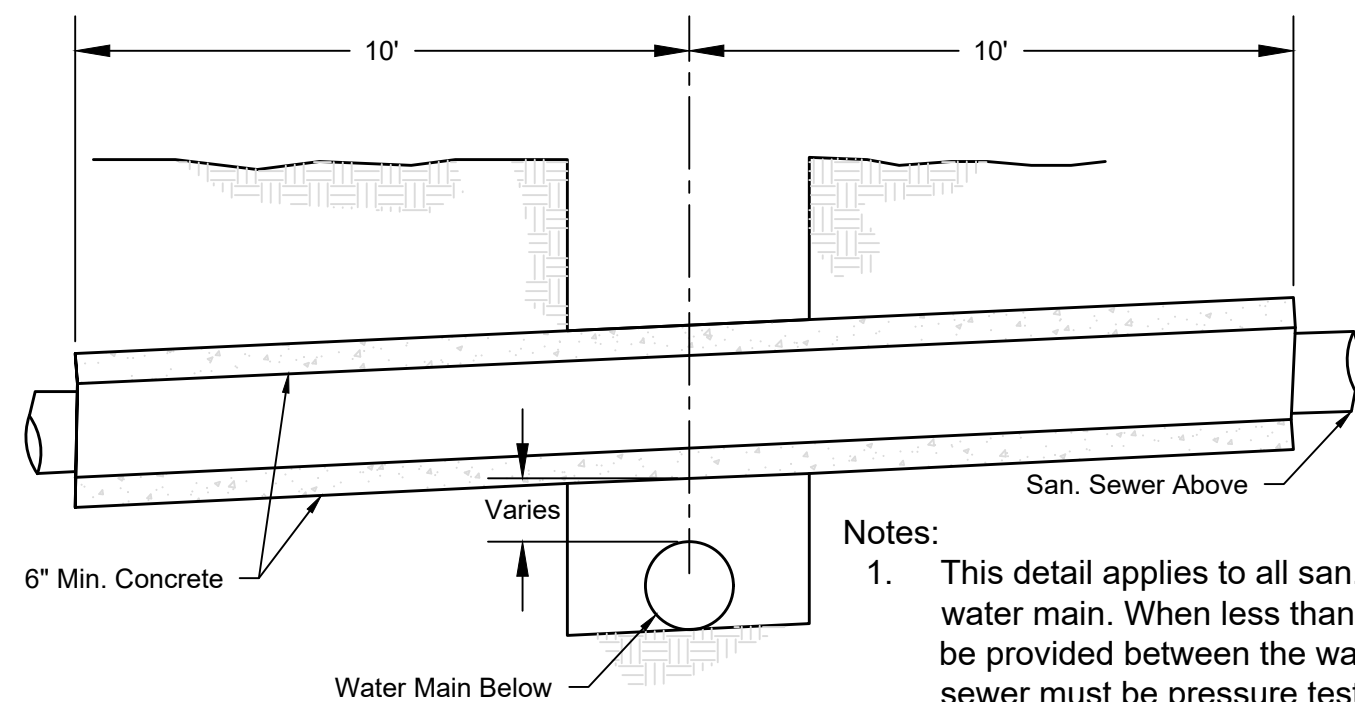
Notes:

- EXTERNAL CONNECTIONS FOR NEW CONSTRUCTION WYE BRANCHES** -- For new construction there shall be installed wye branches of size and type shown on the plans with six (6") inch openings at locations shown on the plans or as described by the Engineer.
- EXTERNAL CONNECTION TO EXISTING MAIN** -- Connections to existing main may be accomplished as follows:
 - SADDLES** -- Connections may be made by excavating the existing main and cutting a hole using approved equipment and installing a saddle. Sewer service connections constructed with saddles shall include straps, a one-eighth (1/8") degree bend, and a closure piece. when existing main has been rehabilitated by trenchless method of construction, the saddle connection shall be made to the pipe/or liner.
 - TEES** -- Connections maybe made by removing a section of existing pipe and installing a wye branch. Fittings and closure assembly shall be used to make the connection and shall be supplied in a normal diameter or six (6") inches. The external connection shall be considered complete when backfilling and surface restoration is complete. Service connections constructed with wye branches shall include a on-eighth (1/8") degree bend, elbow, and when required, a closure piece.
- RISER**
 - INSTALLATION** -- The pipe may be installed in one of three ways shown above.
 - SIZE AND MATERIAL** -- The riser pipe shall be six (6") inch PVC or DIP.
 - CONCRETE ENCASEMENT** -- Concrete encasement around riser shall meet the requirement established above.
- LOCATOR TAPE** -- A locator tape, green in color stating "CAUTION -- SANITARY SEWER RISER BURIED BELOW" shall be attached to the sanitary sewer riser and extended to a minimum of two (2') feet above the ground, the tape shall be three (3") inch wide DuraTac as manufactured by THOR Enterprises, Inc., of Sun Prairie, Wisconsin or approved equal.

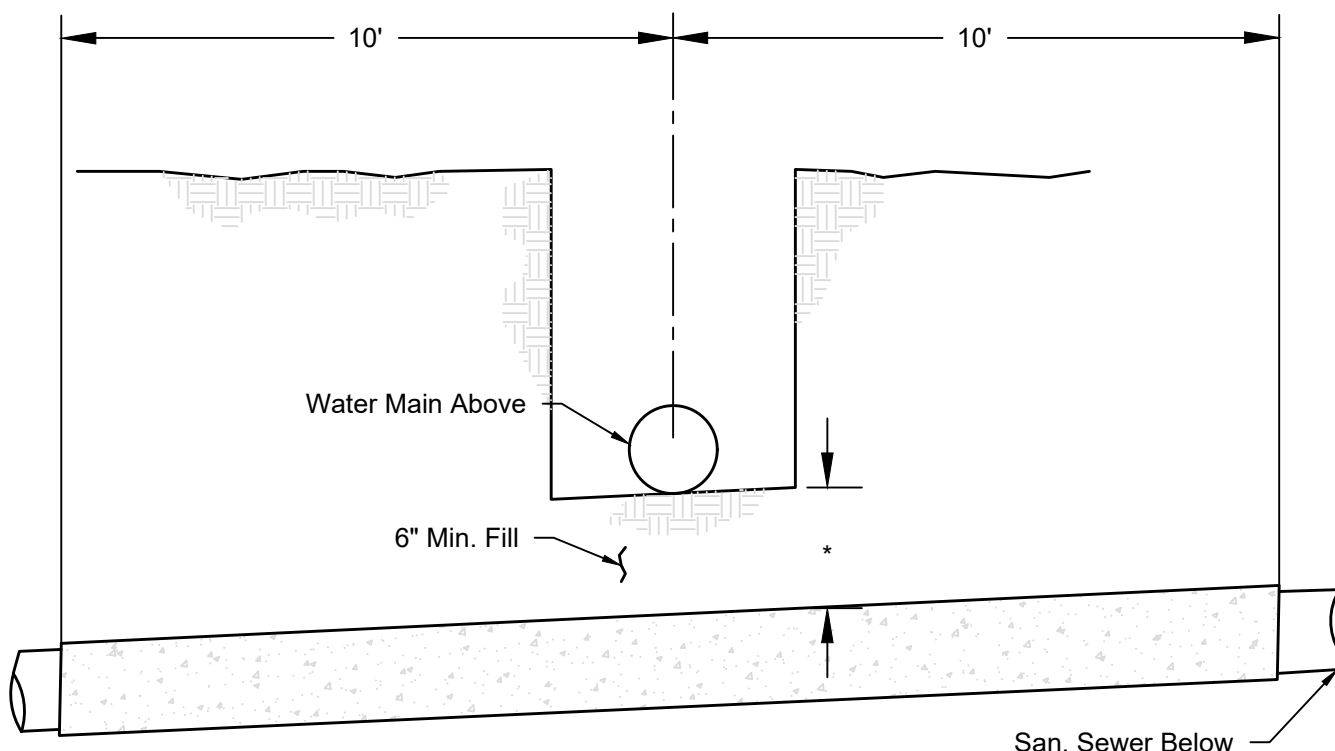
TYPICAL SERVICE CONNECTION INSTALLATION
S100-D



PIPE SIZE	CU. YD. CONC. PER L.F. ENCASEMENT
8"	0.063
10"	0.075
12"	0.0875
15"	0.106
18"	0.127
21"	0.150
24"	0.175
27"	0.197
30"	0.221
33"	0.246
36"	0.271



- Notes:**
- This detail applies to all san. sewer crossings above the water main. When less than two feet of separation can be provided between the water main and sewer, the sewer must be pressure tested to assure water tightness prior to backfilling per ODEQ Chapter 655.

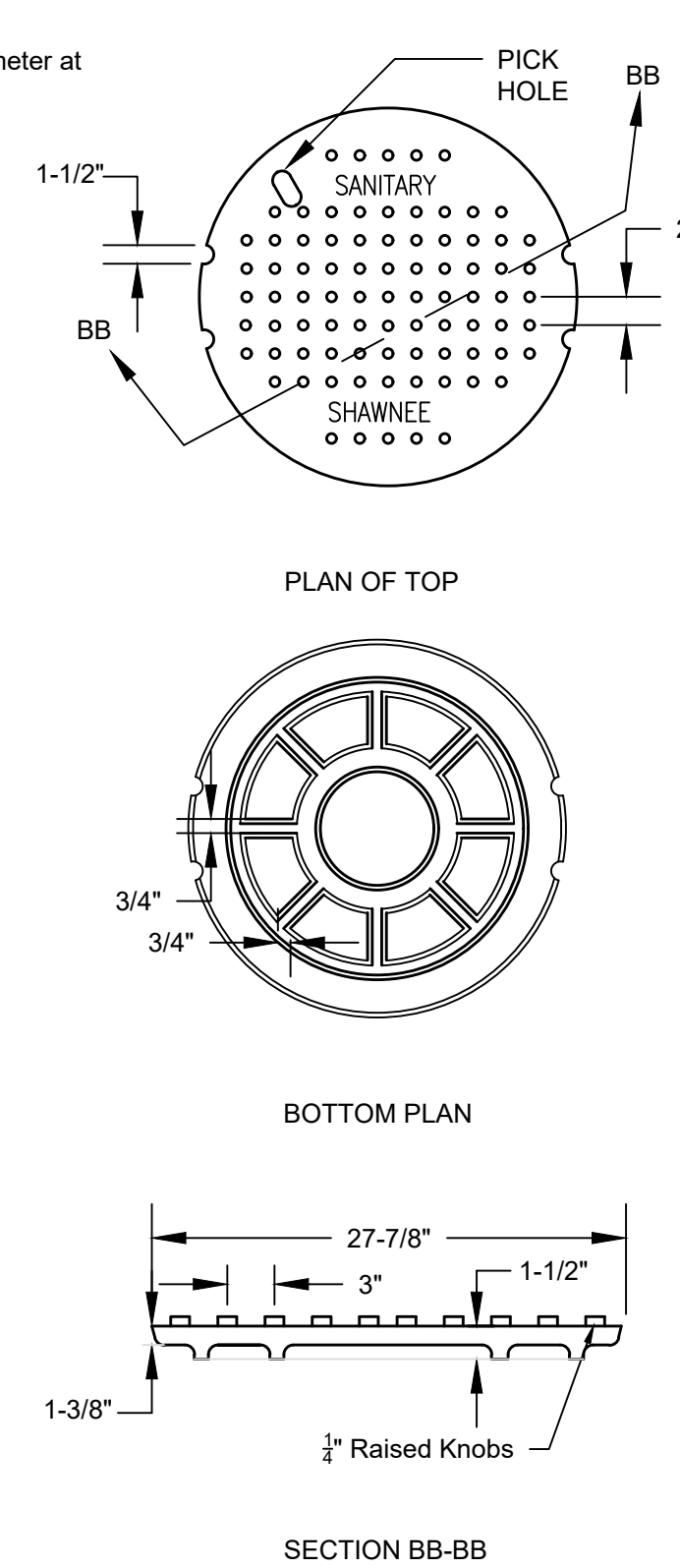
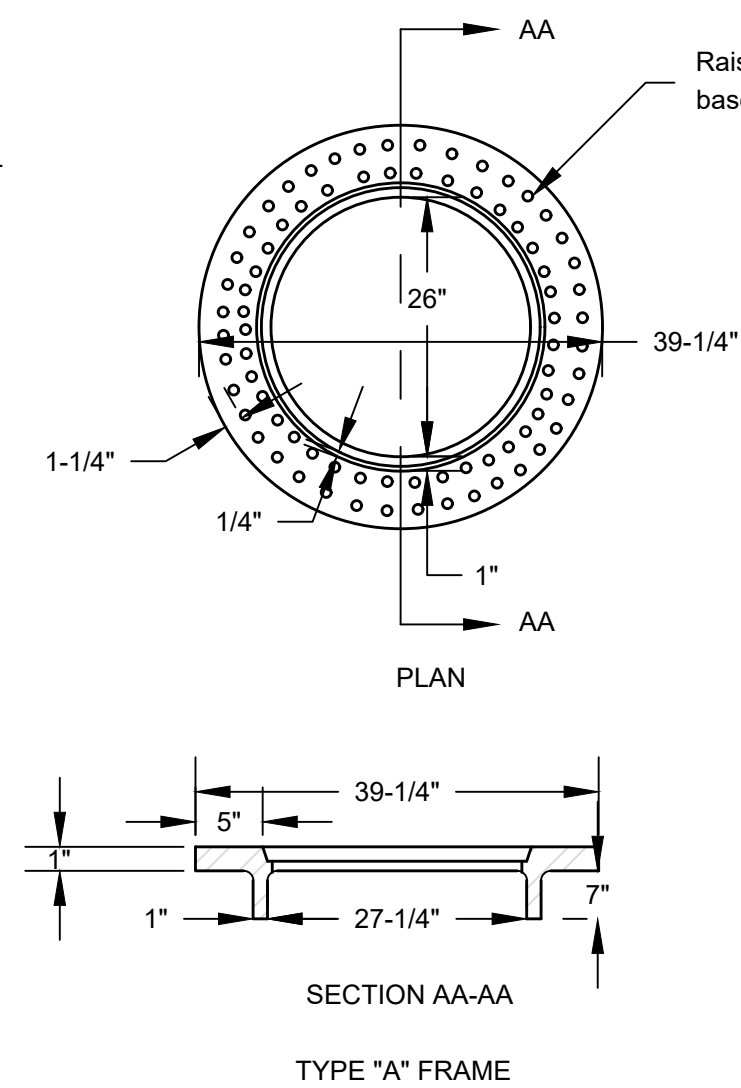
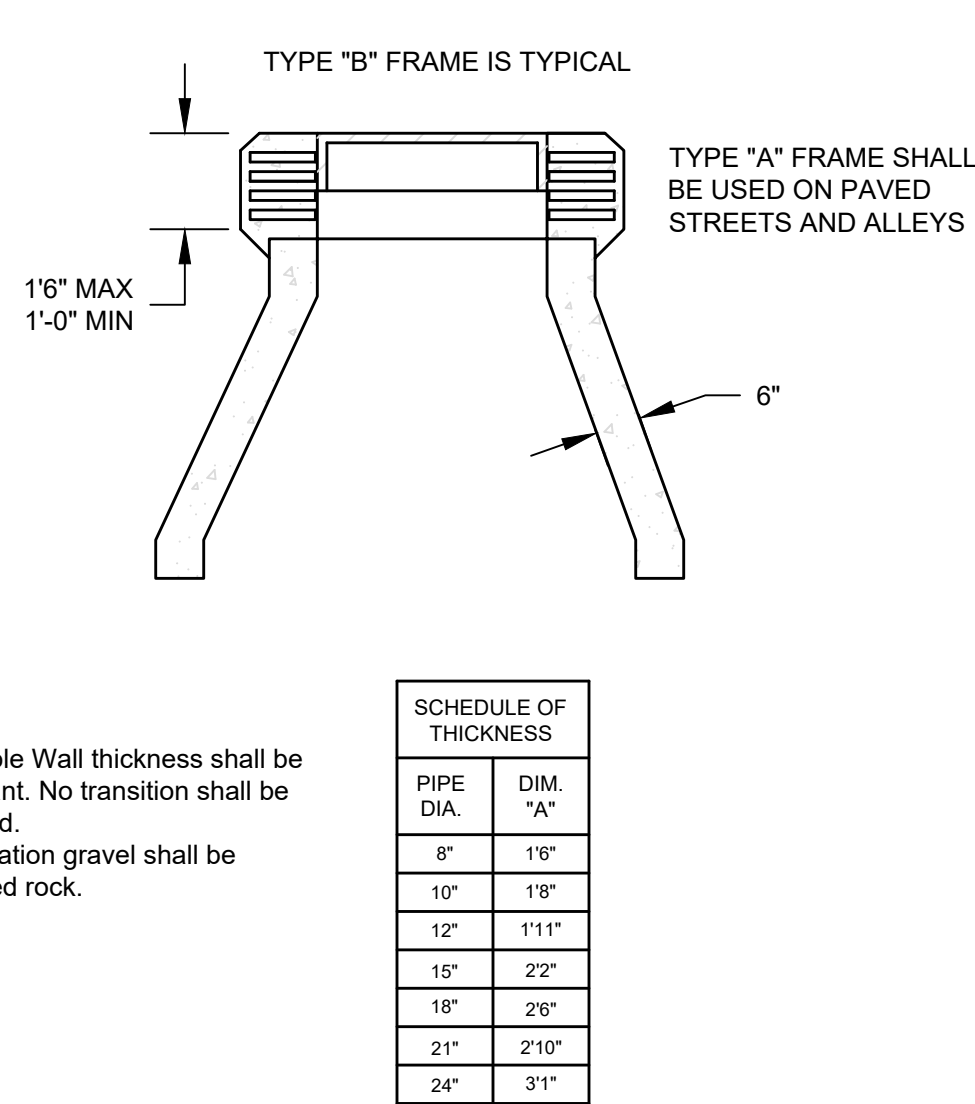
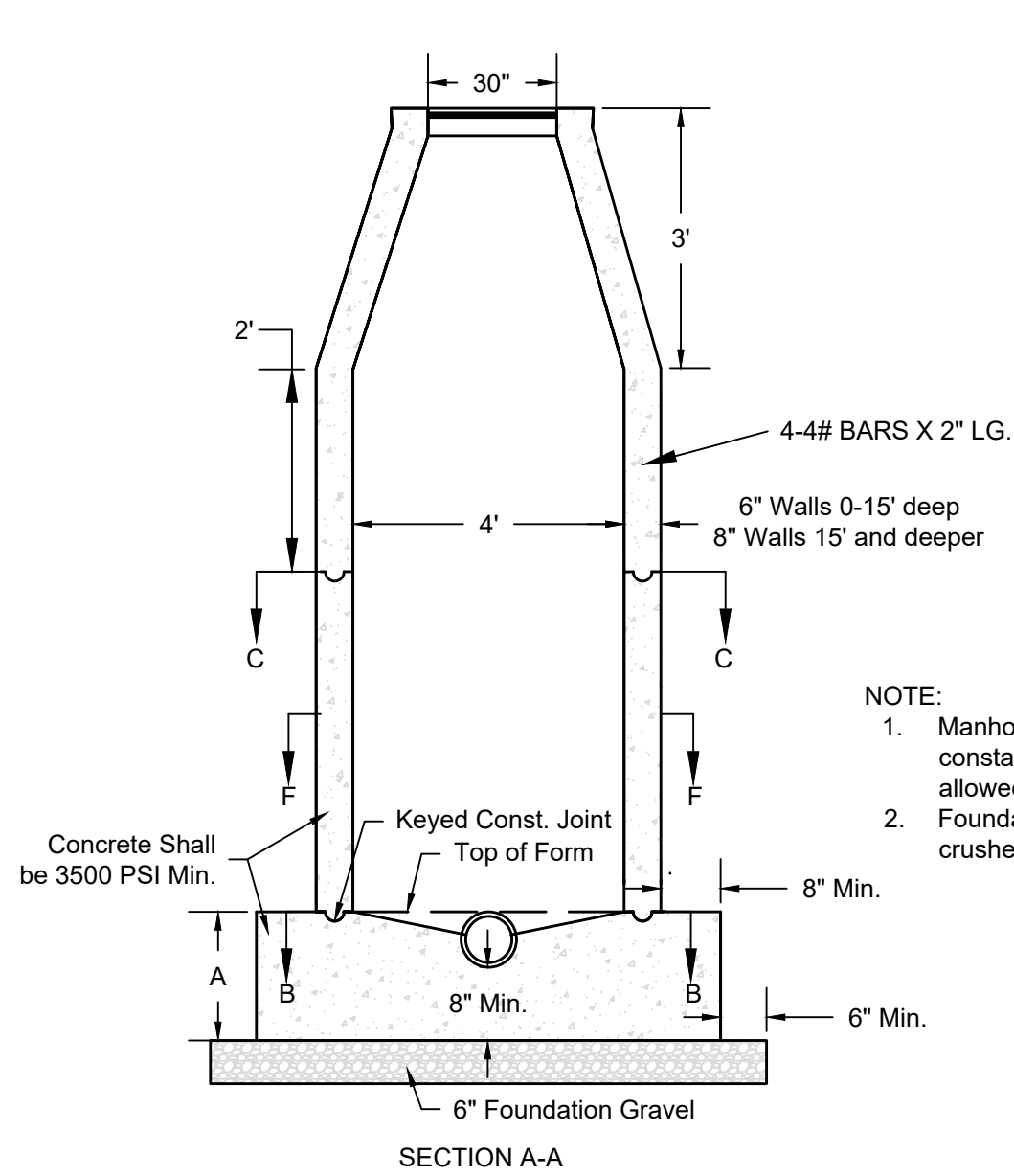


- Notes:**
- This detail applies to all san. sewer crossings where vertical separation of water main and sewer is two feet or less and when san. sewer is below water main.

CONCRETE ENCASEMENT DETAIL
S100-E



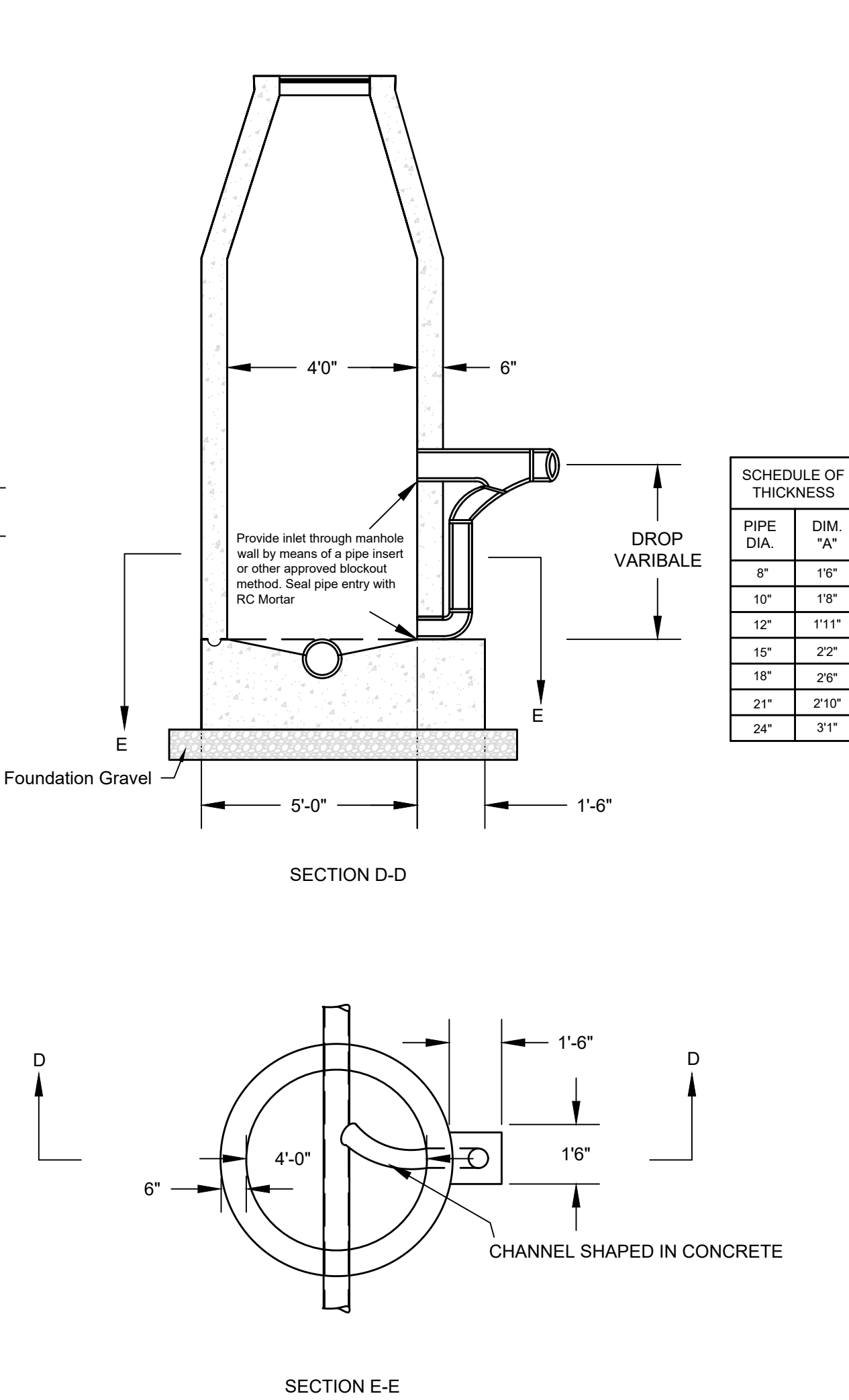
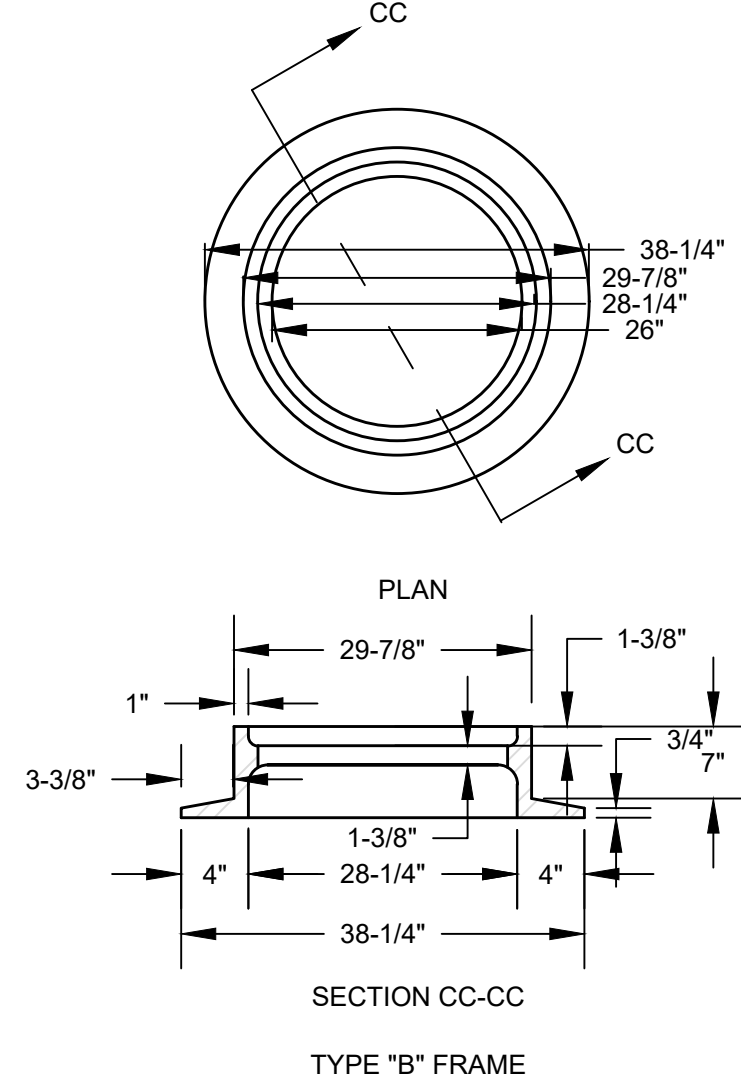
APPROVED BY: _____ DATE: _____
SETH BARKHIMER, P.E.
CITY ENGINEER
DRAWN: SCB
DATE: 6/11/2021



- NOTE:
- Furnished with machined horizontal bearing surface.
 - All lettering on top of cover is $\frac{1}{16}$ ".
 - Raised knobs to be 1" diameter at base, $\frac{3}{8}$ " at top and $\frac{1}{2}$ " high.
 - Fillets shall be $\frac{1}{4}$ " unless otherwise specified.
 - Casting shall conform to the requirements of the standard specification for grey iron fittings ASTM A-48, Class "30 B" for rings and "35 B" for covers and approved standard details for manhole rings and covers.

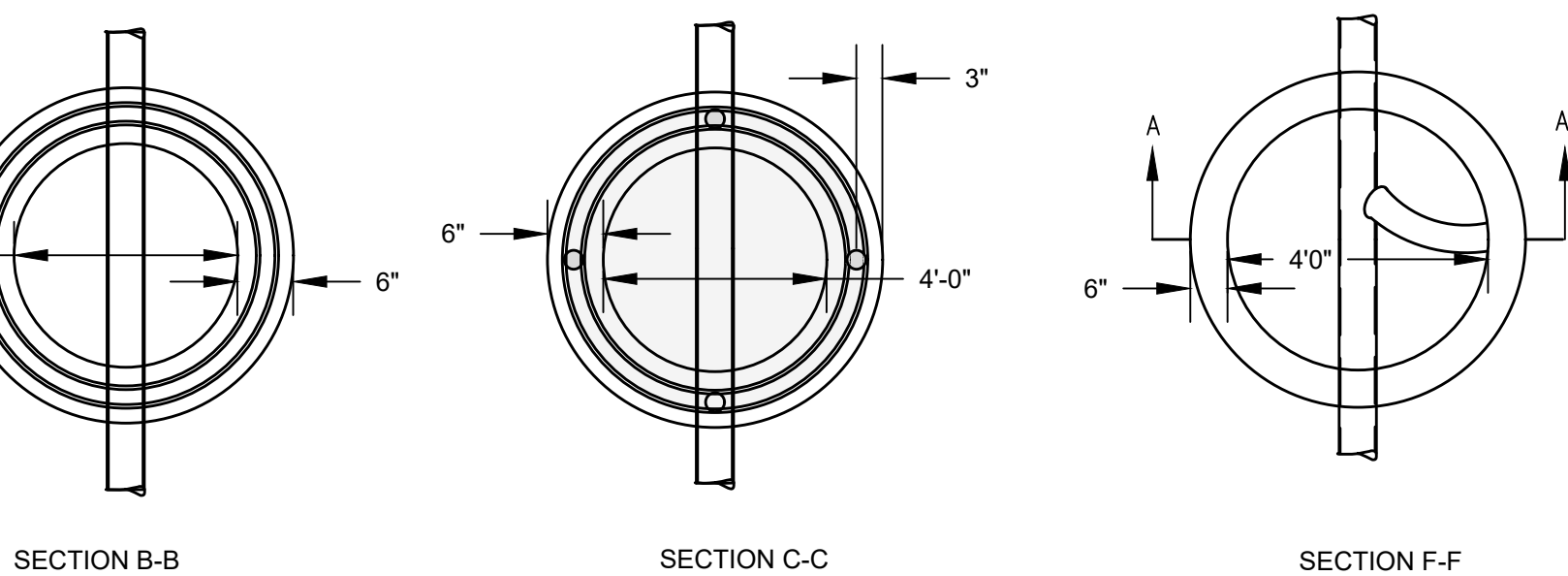
MANHOLE COVER
(FITS FRAMES "A" & "B")

MANHOLE FRAME
S200-B

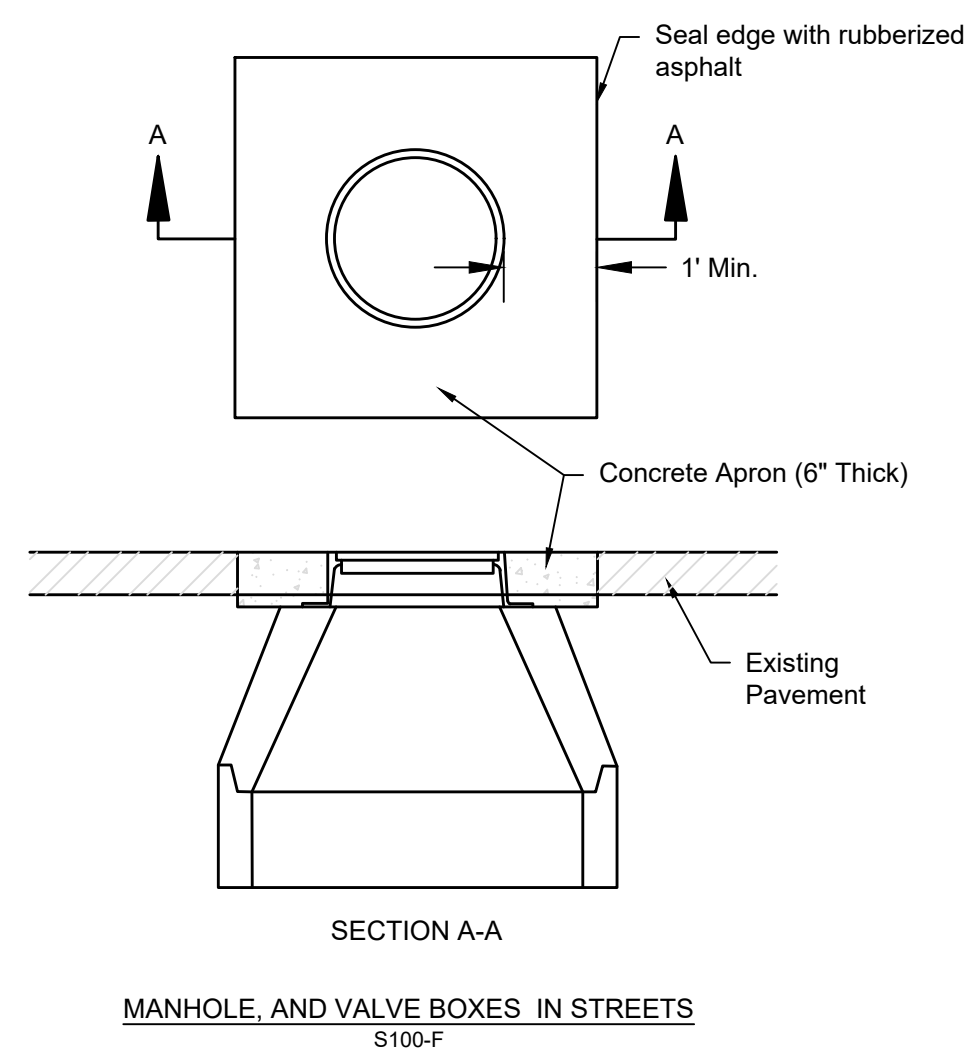
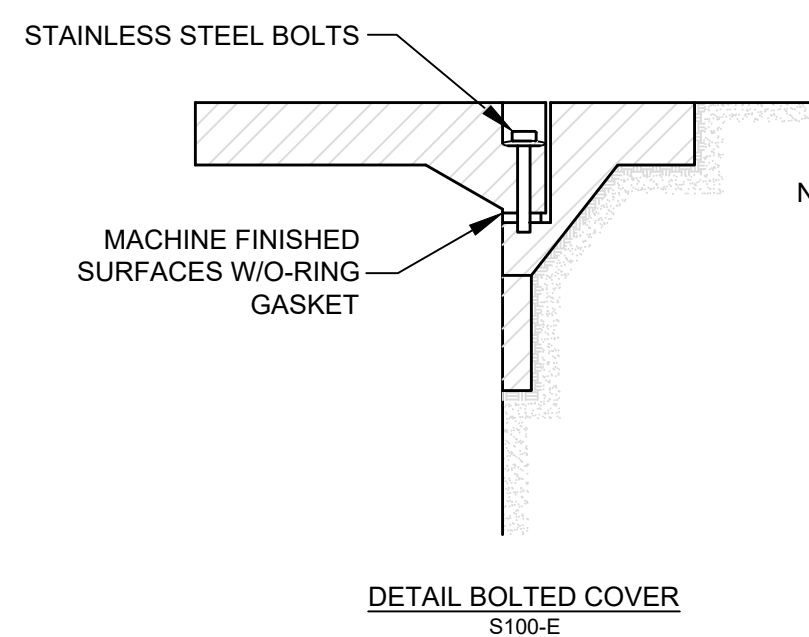
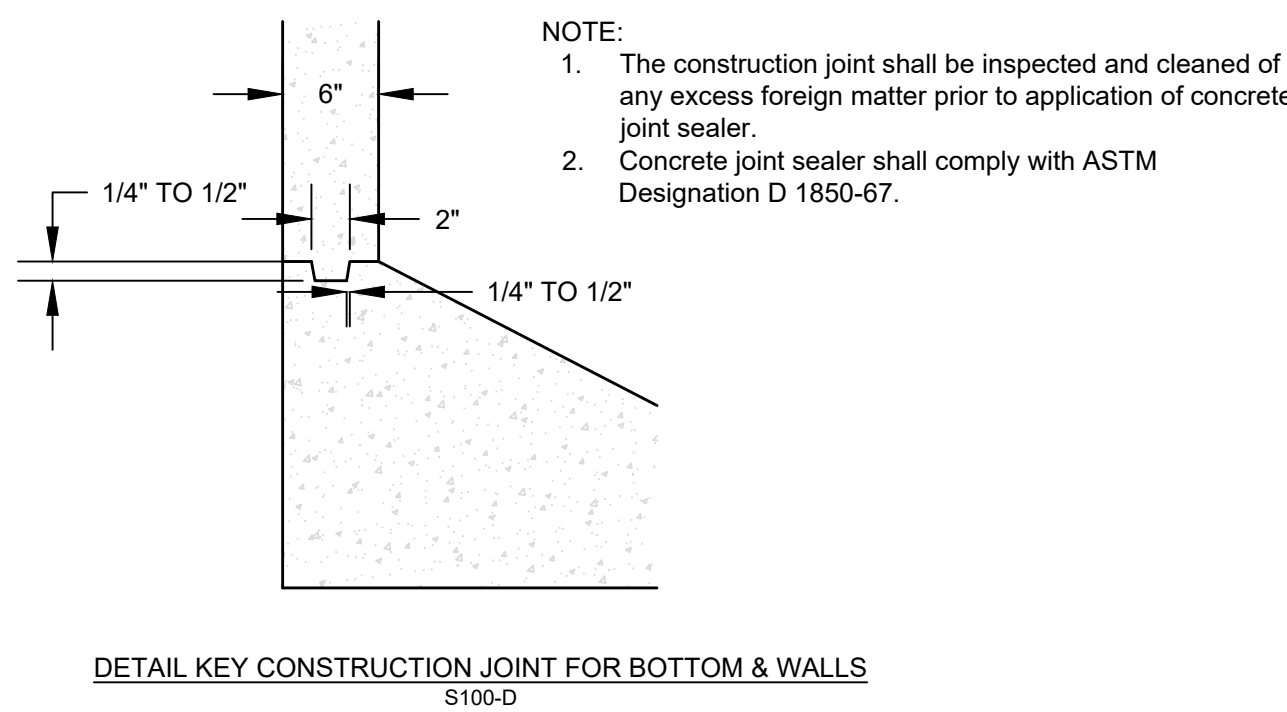
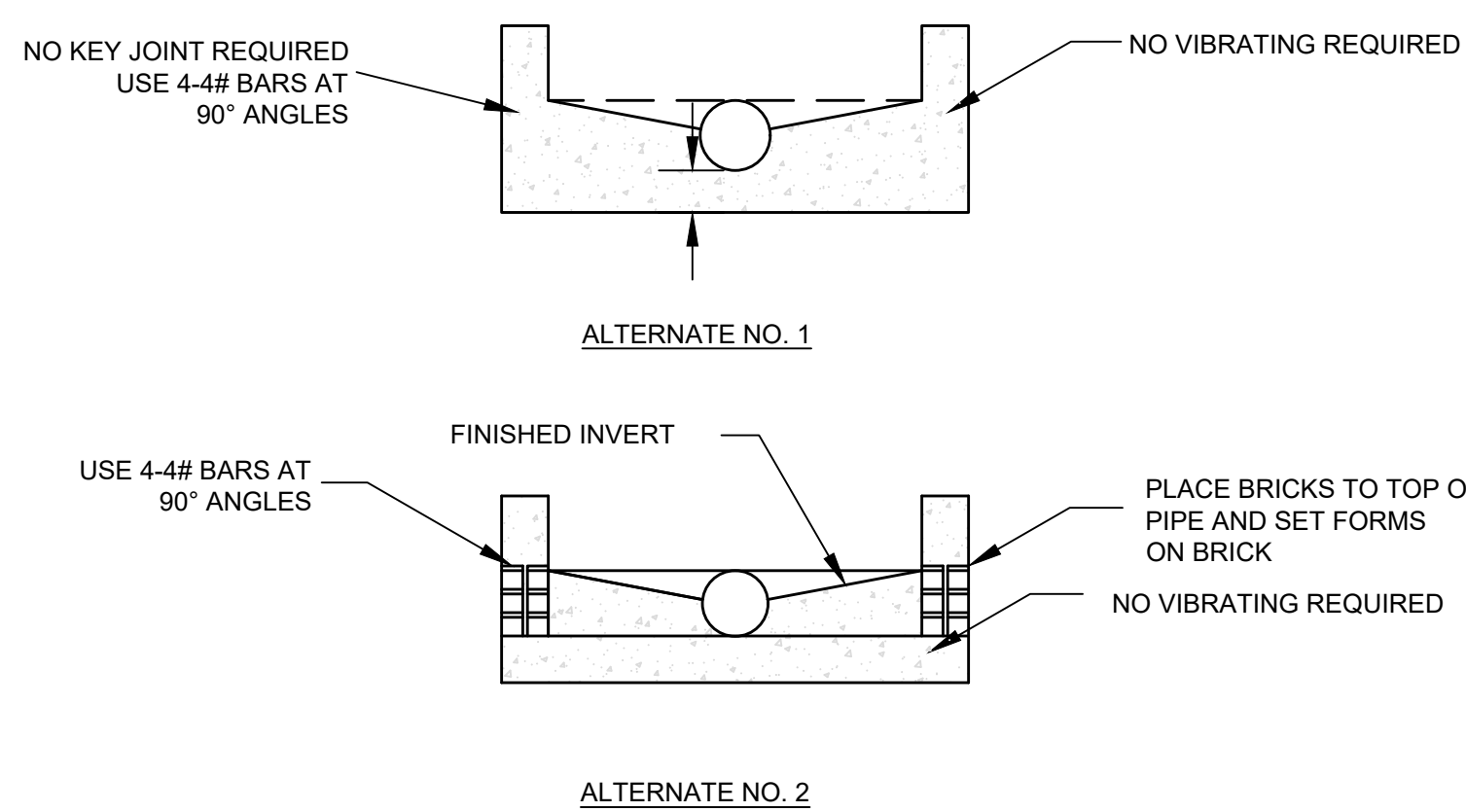


S-200 - GENERAL NOTES:

- This manhole is standard for sewers 36" in diameter or less. At junction points, special manholes may be required.
- Interior surfaces of all manhole walls shall receive two coats of black sewer pipe type paint. A minimum interval of 24 hours shall elapse between coats.
- Forms shall be provided for the shaping and finishing of the manhole bottom. A minimum interval of 24 hours shall elapse prior to pouring manhole walls.
- Mortar for finishing and sealing shall be Class "C". Any honey-combing of concrete less than 2" deep in 6" manhole walls may be repaired using Class "D" Mortar.
- Concrete pours (actual vertical drop of concrete) for height of manhole walls shall not exceed 10'. Concrete pours for heights exceeding 10' shall have a construction joint.
- Monolithic pours of the manhole bottom and walls shall be permitted provided that all concrete is vibrated according to the specifications for the construction of sanitary sewers.
- The following alternate concrete mix will be permitted:
(No vibration required when placing this mix.)
 - 3,000 lb. Pump mix
 - 1,460 lb. of rock
 - 1,700 lb. of sand
 - 5-1/2 bags of cement or 517 lbs.
 - Sufficient water to produce a 4" slump.
- Manholes shall be tested, before acceptance, by either performing exfiltration or vacuum test.
 - Exfiltration test - all incoming and outgoing lines (including any possible services) shall be plugged and the manhole filled with water up to the bottom of the manhole ring. If the water loss exceeds the maximum allowable, the manhole shall be considered to have failed the test. The contractor shall drain, perform the necessary repairs, and then reset the manhole until it passes, all at no additional cost to the city. Maximum allowable water loss is 1/8" per vertical foot of manhole.
 - Vacuum Testing - all incoming and outgoing sewer and service lines shall be plugged. The plugs restrained and the vacuum tester head placed on the manhole ring and sealed. A vacuum of ten (10") inches Hg (Mercury) shall then be drawn on the manhole and the time measure for the vacuum to drop to (9") inches Hg. The measured shall not be less than that shown below.
4'-6" internal diameter manholes - 60 Seconds
7"+ internal diameter manholes - 70 Seconds



TYPICAL MANHOLE
S200-A



APPROVED BY: _____ DATE: _____

SETH BARKHIMER, P.E.
CITY ENGINEER

DRAWN: SCB

DATE: 6/11/2021

Specifications

For

CAMMACK STREET GRAVITY RELIEF LINE

City of Shawnee
Shawnee, Oklahoma



Prepared by:



Holloway, Updike and Bellen
Consulting Engineers
Muskogee • Broken Arrow

June, 2022
21SHAWLSDEMO

CA 219
Expires 6/30/23




Dale Seaton, P.E.
OK 27288

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**PUBLISHED IN THE SHAWNEE NEWS-STAR ON
June 26, 2022 AND July 3, 2022**

**CAMMACK STREET GRAVITY RELIEF LINE
CITY OF SHAWNEE, OKLAHOMA**

*** * * * ***

ADVERTISEMENT FOR BIDDERS

Notice is hereby given that the City of Shawnee will receive sealed bids at the City Hall, 16 West 9th, Shawnee, Oklahoma 74801, “**Attn: City Clerk**” up to 3:00 p.m. on Monday, July 18, 2022 and publicly read aloud at the Board Meeting being held at 6:00 p.m. on Monday, July 18, 2022 or furnishing all labor and materials and performing all work necessary for:

The project consists of complete demolition of a package lift station and installation of approximately 1,725 LF of 8” gravity sewer and other appurtenances.

Bidders must bid on all items of the contract. The whole work under this contract will be awarded as a single contract to the lowest responsible bidder for the work.

No bid may be withdrawn for at least sixty (60) days after the scheduled closing time for receipt of bids.

Plans and Specifications are on file and can be seen and obtained online at <http://www.hubengineers.com> or at the Broken Arrow Office of Holloway, Updike & Bellen Inc., 2001 N Willow Avenue, Broken Arrow, OK 74012; (918) 251-0717. **Payment Options: Online Download \$30.00 or ½ size Paper Set \$80.00, none** of which are refundable. All checks shall be made payable to Holloway, Updike & Bellen, Inc. Each proposal must be accompanied by a Bidder's Bond, or Cashier's Check upon any solvent Bank or Trust Company, payable without reserve to the City of Shawnee in an amount not less than five percent (5%) of the total amount of the bid. Bid security of the two low bidders will be retained until approval of contract and execution of satisfactory bonds by the successful bidder, or until other disposition on the bids is made. BIDDER must purchase plans and specifications from Holloway, Updike and Bellen, Inc. either directly for paper plans and specifications or through our website for download. BIDDER must be on plan holders list at Holloway, Updike and Bellen, Inc. in order to submit a bid.

Each proposal must be accompanied by a Bidder's Bond, or Cashier's Check upon any solvent Bank or Trust Company, payable without reserve to the City of Shawnee, Oklahoma, in an amount not less than five percent (5%) of the total amount of the bid. Bid security of the two low bidders will be retained until approval of contract and execution of satisfactory bonds by the successful bidder, or until other disposition on the bids is made.

The bonds required will be a Performance Bond, a Payment Bond, and a Maintenance Bond, each in the full amount of the contract. The Authority will not accept letters of credit in lieu of any bond required herein.

A MANDATORY pre-bid conference is scheduled for 10:00 a.m. on July 7, 2022 in the Shawnee City Hall, 16 W 9th Street, Shawnee, OK 74801.

Contract to be awarded to low responsive responsible bidder.

The Owner reserves the right to waive any informalities in the bidding.

Conditional bids will not be accepted.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least Thirty (30) days. The bid may be extended for a period of 30 days by mutual agreement of the bidder and the Owner.

The attention of all bidders is called to the fact that they must meet the requirements and bid in accordance with the laws of the State of Oklahoma governing public works contracts.

This project is to be locally funded.

The bidder (Proposer) must supply all the information required by the bid and proposal form including completion of affidavits or his bid will be considered incomplete and therefore rejected.

The Owner may request of any bidder, before his bid is considered for award, that he submit a statement of facts as to his previous experience in performing work of the same character and magnitude, as to his business and technical organization, and financial resources and plant available and to be use in performing the contemplated work. Each bidder must have such information, together with a recent financial statement, available upon request.

The City of Shawnee reserves the right to evaluate bids, to reject any or all bids, and to waive any informality in any bid.

City Manager
City of Shawnee
Shawnee, Oklahoma

INFORMATION FOR BIDDERS

1. DEFINED TERMS.

Terms used in this Information for Bidders which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS.

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement may be obtained from Engineer (unless another issuing office is designated in the Advertisement).
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

- 3.1 Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 3.2 Reference is made to the Contract documents for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawing and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigation and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 3.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 3.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the General Requirements or Drawings.
- 3.5 The submission of a Bid will constitute an incontrovertible representation of the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 3.6 Information obtained from an officer, agent, or employees of the Owner, Engineer, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

4. INTERPRETATIONS.

All questions about the meaning or intent of the Contract documents shall be submitted to Engineer in writing no later than four days prior to the time set for receipt of bids. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of a conflict between the specifications and the Supplemental Conditions for CWSRF Projects (Pink Sheets), the latter shall govern.

In the event of a conflict between the plans and specifications, the specifications shall govern.

5. BID SECURITY.

- 5.1 Bid Security shall be made payable to Owner, in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. A Bid Bond form for this purpose is provided in the Project Manual.
- 5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security with 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. Attorneys-in-fact who sign Bid Bonds shall file with each bond a certified and effective dated copy of their power of attorney. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the seventh day

after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

6. CONTRACT TIME.

The Work shall be fully completed within ninety (90) consecutive calendar days after the date of the Notice to Proceed. Refer to the General Requirements section of the project specifications for other Project Milestone requirements.

7. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

8. SUBSTITUTE MATERIAL AND EQUIPMENT.

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Application for acceptance of substitute items will not be considered by Engineer until after the "Effective Date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraph 6.7 of the General Conditions which may be supplemented in the General Requirements.

9. SUBCONTRACTORS AND MANUFACTURERS.

9.1 Article 6.8 of the General Conditions requires the identity of certain Subcontractors and other persons and organizations to be submitted to Owner. Bidders shall submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for the Work. Such list shall be accompanied by evidence stating qualification for each such Subcontractor, person and organization. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may request the apparent Successful Bidder to submit an acceptable substitute. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be considered acceptable to Owner and Engineer.

9.2 In contracts where the Contract Price is on the basis of the Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice to Award may only subcontract other portions of the Work with Owner's written Consent.

- 9.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

10. BID FORM.

- 10.1 The Bid Form shall be executed when submitted. Only one copy of the Bid Form is required. All bids shall be made only on the Bid Form furnished with the Specifications. All blank spaces for bid prices on each Bid Form furnished with the Specifications. All blank spaces for bid prices on each Bid Schedule upon which the Bidder is submitting a bid shall be filled in or it will be presumed that any such omitted entry is intentional, and the corresponding item is bid at no cost.
- 10.2 Bid Forms shall be completed in ink or by computer/typewriter.
- 10.3 Bids by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.11.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.4 All names shall be typed or printed below the signature.
- 10.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 10.6 The address to which communications regarding the Bid are to be directed shall be shown.

11. SUBMISSION OF BIDS.

- 11.1 Bids shall be accepted at the Shawnee City Hall located at 16 West 9th, Shawnee, OK 74801 until 3:00 p.m. on July 18, 2022, and shall be included in an opaque sealed envelope, addressed to the Owner and marked on the outside as Bid for "Cammack Street Gravity Relief Line." Bids shall also be marked with the name and address of the Bidder and accompanied by the Bid Security and other required documents. The envelope shall also bear the name of the Bidder, his address and his license number, if such license is required by applicable law. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Any bid received after the time and specified will not be considered.
- 11.2 The following shall be submitted with and included as a part of the Bid on the forms provided or as otherwise described herein:

Bid Form
Bid Bond
ORF-413 - Business Relationships Affidavit
ORF-412 - Non Collusion Affidavit

- 11.3 Bidder must be on the plan holders list at Holloway, Updike and Bellen, Inc. in order to submit a bid.

12. OPENING OF BIDS.

- 12.1 Bids will be opened publicly unless stated otherwise in the Advertisement for Bids. When Bids are opened, they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available within ten days after the opening of Bids.

13. BIDS TO REMAIN OPEN.

All bids shall remain open for sixty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

14. AWARD OF CONTRACT.

- 14.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, conditional or unbalance Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.
- 14.3 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.4 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction; such rejection shall not give rise to a cause of action against the Owner or Engineer, or impose a requirement upon the Owner or Engineer to divulge the information upon which such rejection is based.

- 14.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. The award will be subject to Oklahoma Department of Environmental Quality approval.
- 14.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening unless extended by mutual agreement between Owner and the Successful Bidder.
- Contractor shall submit executed Agreement and bonds within 10 days after its receipt from the Owner.
 - Owner shall return executed copy of the Agreement within 15 days after its receipt from the contractor.
 - Owner shall issue a Notice to Proceed within 15 days after the Owner executes the Agreement.
 - Contractor shall begin construction within 10 days of the date shown on the Notice to Proceed.
- 14.7 Tied bids are non-restrictive: In order for a tied bid proposal to be accepted it must be lower than the sum of low separate bids.

15. PERFORMANCE AND OTHER BONDS.

Paragraph 5.1 of the General Conditions set forth Owner's requirements as to performance and other bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required Contract Security. Attorneys-in-fact who sign Payment Bonds, Performance Bonds and Maintenance Bonds shall file with each bond a certified and effective dated copy of their power of attorney. The City will not accept letters of credit in lieu of any bonds required herein. The maintenance bond shall be in force one year from the completion of the work.

16. SIGNING OF AGREEMENT.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

17. FEDERALLY FUNDED PROJECT REQUIREMENTS

This project is to be paid with local funds.

18. PLANS AND SPECIFICATIONS

BIDDER must purchase plans and specifications from Holloway, Updike and Bellen, Inc. either directly for paper plans and specifications or through Quest CDN for download. BIDDER must be on plan holders list at Holloway, Updike and Bellen, Inc. in order to submit a bid.

19. DESCRIPTION OF WORK

The project consists of complete demolition of a package lift station and installation of approximately 1,725 LF of 8" gravity sewer and other appurtenances.

20. PROJECT REQUIREMENTS

Work to be scheduled to avoid bypassing of raw sewage during construction.

BID FORM

OWNER: City of Shawnee
16 West 9th
Shawnee, OK 74801

PROJECT: Cammack Street Gravity Relief Line

PROJECT NO.: 21SHAWLSDEMO

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Information for Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the day of Bid opening. BIDDER shall sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, the BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Contract Documents and Bidding Documents and of the following addenda:

Date	Number
_____	_____
_____	_____
_____	_____

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement and the Information for Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - (c) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

21SHAWLSDEMO

4. In submitting this Bid, BIDDER represents that:

- (a) The total bid for each Bid Schedule includes all work necessary to complete that portion of the project described in each Bid Schedule, and the total of all Bid Schedules represents the entire scope of work covered by the Contract Documents. If a particular item of work is not specifically separated as a bid item, the cost therefore is to be considered included in the bid item most nearly related.
- (b) The total bid for each Bid Schedule is based on the quantities shown on the Bid Form and on the dimensions shown on the drawings where specific quantities are not itemized. When Bid Schedules are based upon unit prices, the Contract Amount will be adjusted by change order at the corresponding unit prices according to the actual quantities and measurement of the finished construction as determined by the Engineer upon completion of construction.
- (c) BIDDER will complete the work for the following price(s):

BID SCHEDULE CAMMACK STREET GRAVITY RELIEF LINE CITY OF SHAWNEE				
Item No.	Qty. & Unit	Description	Unit Cost	Total Cost
1.	1 LS	Right-of-Way Clearing and Restoration _____ Dollars – per lump sum	\$ _____	\$ _____
2.	750 CY	Excavation and Backfill, Unclassified _____ Dollars – per cubic yard	\$ _____	\$ _____
3.	275 SY	Solid Slab Sod (Like Kind) _____ Dollars – per square yard	\$ _____	\$ _____
4.	800 CY	Aggregate Base Type “A” _____ Dollars – per cubic yard	\$ _____	\$ _____
5.	1,724 LF	8” PVC, SDR-35 _____ Dollars – per linear foot	\$ _____	\$ _____

**BID SCHEDULE
CAMMACK STREET GRAVITY RELIEF LINE
CITY OF SHAWNEE**

Item No.	Qty. & Unit	Description	Unit Cost	Total Cost
6.	7 EA	4' ID Manhole _____ Dollars – per each	\$ _____	\$ _____
7.	30 VF	4' ID Manhole – Extra Depth _____ Dollars – per vertical foot	\$ _____	\$ _____
8.	210 LF	14" Bore with Steel Casing _____ Dollars – per linear foot	\$ _____	\$ _____
9.	8 EA	Service Connection _____ Dollars – per each	\$ _____	\$ _____
10.	1,090 SY	Concrete Pavement, Removal and Replacement _____ Dollars – per square yard	\$ _____	\$ _____
11.	1 LS	Mobilization _____ Dollars – per lump sum	\$ _____	\$ _____
12.	1 LS	Construction Staking _____ Dollars – per lump sum	\$ _____	\$ _____
13.	1 LS	Traffic Control _____ Dollars – per lump sum	\$ _____	\$ _____

BID SCHEDULE CAMMACK STREET GRAVITY RELIEF LINE CITY OF SHAWNEE				
Item No.	Qty. & Unit	Description	Unit Cost	Total Cost
14.	1 LS	Stormwater Management Plan Dollars – per lump sum	\$ _____	\$ _____
15.	1 LS	Leakage Testing Dollars – per lump sum	\$ _____	\$ _____
16.	1 LS	Deflection Test Dollars – per lump sum	\$ _____	\$ _____
17.	1 LS	Manhole Test Dollars – per lump sum	\$ _____	\$ _____
18.	1 ALLOW	Allowance <u>Fifteen Thousand Dollars and NO/100</u> Dollars – Lump Sum	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
TOTAL BID: CAMMACK STREET GRAVITY RELIEF LINE				
(in words)			\$ _____ (in figures)	

The Basis of Award shall be determined by the total of the Base Bid. The Owner reserves the right to award the bid to the lowest and best bid.

5. BIDDER agrees that the Work will be substantially completed within 90 consecutive calendar days after the date when the Contract Time commences to run. Refer to the General Requirements section of the project specifications for other Project Milestone requirements.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid Security (5%) in the form of (Bid Bond) (Certified Check).
 - (b) Other forms required by the Information to Bidders.
7. Communications from Owner to Bidder will be sent to the address below.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract are included as part of the Contract Documents and have the meaning assigned to them in the General Conditions.
9. The following forms must be completed and submitted with the bid:
 - A. Bid Form
 - B. Bid Bond
 - C. ORF-413 – Business Relationships Affidavit
 - D. ORF-412 – Non Collusion Affidavit
10. By submitting a bid under this solicitation, the Bidder understands that the bid is subjected to the Davis-Bacon Act including prevailing wage rates and the Contract Work hours and Safety Standards Act.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

THE BIDDER SHALL COMPLETE THE FOLLOWING AS APPLICABLE:

AN INDIVIDUAL

By _____ (Individual's Name)

doing business as _____

A PARTNERSHIP

By _____ (Firm Name)

A CORPORATION

By _____ (Corporation Name)

(State of Incorporation)

Business address: _____

By _____
(Name)

Phone No.: _____

(Title)

FAX No.: _____

Attest _____
(Secretary)

SUBMITTED on _____, _____.

(Corporate Seal)

Notes: **1. See Information for Bidders for list of items to be submitted with the bid.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **City of Shawnee** as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the principal has submitted to the **City of Shawnee** a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of these are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

(SEAL)
ATTEST:

Principal

By:
Title:

(SEAL)
ATTEST:

Surety

Port

By:
Attorney-in-Fact

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____) ss.

COUNTY 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 herein above mentioned exists, affiant should so state.)

Affiant's Signature: _____

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

Notary Public

My Commission Expires:

NONCOLLUSION AFFIDAVIT

STATE OF _____) ss.
COUNTY 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, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the _____ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

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

Notary Public

My Commission Expires: _____

CLAIM OR INVOICE AFFIDAVIT

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned (engineer or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Engineer or Other Supervisory Official

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

Notary Public

My Commission Expires:

APPOINTMENT OF AGENT

The City of Shawnee, hereinafter referred to as the "City" has entered into a contract with _____ a Corporation, on the _____ day of _____, _____, for the sole purpose of completing Cammack Street Gravity Relief Line Project No. 21SHAWLSDEMO hereinafter referred to as the "Project". The City does hereby appoint _____ and the following:

which are subcontractors of _____, to act as "Agents" of the City. The company agrees to act as "Agent" for the City subject to the provisions of this Appointment.

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

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

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

Agent agrees not to purchase or rent any tangible personal property pursuant to this Appointment unless such property is authorized for inclusion in or exclusive use in the construction of the project described above.

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

This Appointment shall be effective upon execution by the City acting through the City's Mayor and the agent, and shall be binding upon the successors of the parties hereto.

Executed by the undersigned Mayor, on behalf of the City, on this _____ day of _____, 20__.

CITY OF SHAWNEE

SEAL

(Mayor)

(City Clerk)

21SHAWLSDEMO

(Revised 07/2014)

OKLAHOMA WATER RESOURCES BOARD

Supplemental Conditions

for

Projects funded from the

Clean Water State Revolving Loan Fund

RULES AND REGULATIONS

TITLE 41 - PUBLIC CONTRACT AND PROPERTY MANAGEMENT

CHAPTER 60 - OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EQUAL EMPLOYMENT OPPORTUNITY, DEPARTMENT OF LABOR COMPLIANCE RESPONSIBILITY FOR EQUAL EMPLOYMENT OPPORTUNITY FINAL RULE

60-1.4 Equal opportunity clause.

- (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure

or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

60-4.2 Solicitations.

- (a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.
- (b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction

contract.

- (c) Contracting officers, applicants and nonconstruction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.
- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority Time-tables Participation in each trade	Goals for female participation in each trade
Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and

training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

60-4.3 Equal opportunity clauses.

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

**Standard Federal Equal Employment
Opportunity Construction Contract Specifications
(Executive Order 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

- Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the

completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not

referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other

- Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such

sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- (b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41

FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

DAVIS BACON ACT REQUIREMENTS (29 CFR 5.5) (PLEASE SEE COMPLETE WAGE RATE REQUIREMENT ATTACHED)

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such assistance.

(a) Any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1.

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage

rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The **OWRB SRF** or the **Owner** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages

paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the **Owner for transmission to the OWRB SRF**. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **OWRB SRF** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the **Owner**, as the case may be, for transmission to the **OWRB SRF**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Owner.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the **CWSRF** or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor,

Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the

U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as

a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **Owner or the OWRB SRF** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor

or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner or OWRB SRF and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

WAGE RATE REQUIREMENTS

Notwithstanding any other provision of law and in a manner consistent with other provisions, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part with CWSRF funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

See attached Addendum

OTHER SUPPLEMENTAL CONDITIONS

Disadvantaged Business Enterprises (DBE)

40 CFR 33.301 Contracting with disadvantaged business enterprises and labor surplus area firms.

The SRF loan recipient and subcontractors will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

DBE participation requirements apply to projects constructed with funds directly made available by the federal capitalization grant (equivalency projects).

- (1) EPA and the State will negotiate a "Fair Share Objective" (which shall represent a percentage of DBE participation).
- (2) When soliciting for a subcontractor (A/E or construction contractor), the loan recipient shall take the following six good faith efforts:
 - (A) Include qualified Small, DBE businesses on solicitation lists.
 - (B) Assure that Small, DBE businesses are solicited whenever they are potential sources.
 - (C) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum Small, DBE business participation.

(D) Where the requirements of the work permits, establish delivery schedules which will encourage participation by Small, DBE businesses.

(E) Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the United States Department of Commerce, as appropriate.

(F) If any subcontracts are to be let, require the prime contractor or A/E to take the good faith efforts in (A) through (E) of this paragraph (2).

2. Affirmative Steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

Completion Date

If not stated elsewhere in these specifications, the contractor shall complete work under this contract within _____ working days or calendar days. Time for completion shall begin on the 10th day after issuance of the work order, which shall consist of a written request by the engineer for the contractor to proceed with the construction of the project.

Contractor's Liability and Builders All Risk Insurance

The contractor shall furnish the following insurance when the contract is awarded:

- (A) Workmen's Compensation: The contractor shall carry on his work in accordance with the requirements of the Workmen's Compensation Law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the

contract. A certificate of coverage must be returned with the contract.

(B) Public Liability and Property Damage: He shall also protect himself by liability reinsurance against any and all claims for damages to persons or property which may arise out of operations under this contract, whether such operations be by himself or a subcontractor or by anyone directly employed by either of them. Certificates of such insurance shall be file with the Owner and shall be subject to its approval as to adequacy of protection. The public liability insurance shall have limits of not less than \$100,000/\$300,000 or an amount to be determined by OWRB and Property Damage insurance of not less than \$50,000/\$100,000 or an amount to be determined by OWRB shall be carried by the contractor during the life of the contract. A certificate of such coverage must be returned with the contract.

(C) Builder's Risk: Provide Builders Risk Insurance only if called for in other sections of the specifications.

Bonds

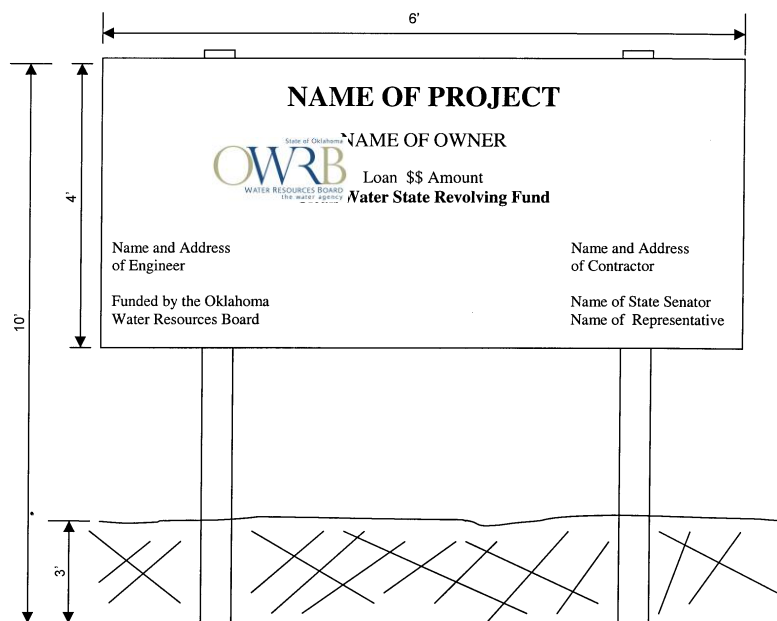
All bonds are for the full value of the contract and must be issued by a surety company authorized by the Oklahoma Insurance Commission to do business in the State of Oklahoma. They will be required after the award of the contact.

Three bonds are required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) They are: (1.) Performance Bond to insure the completion of the work in accordance with the contract documents in the time stipulated; (2.) Maintenance Bond to provide for defects in construction or materials for a period of one (1) year from the date of acceptance of the completed work; and (3.) Statutory Bond to assure the Owner is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.

Irrevocable Letters of Credit may be used as a substitute for bonds on contracts exceeding Fifty Thousand Dollars (\$50,000.00). The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Owner.

PROJECT SIGN

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with CWSRF funds.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 3/4" x 4' x 6' – 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.



Wage Rate Requirements

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or

compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Dannell Brown at brown.dannell@epa.gov or at 214-665-7279 of EPA, Region VI Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage

determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the

full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same

prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

II. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Dannell Brown at brown.danell@epa.gov or at 214-665-7279, EPA Grants Management Office for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1._ Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to **INSERT STATE CONTACT NAME, EMAIL, and TELEPHONE NUMBER** for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland

Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the

Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee

listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e). Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Cammack Street Gravity Relief Line

PROJECT NO.: 21SHAWLSDEMO

The OWNER has considered the bid submitted by you for the above described WORK in response to its Advertisement for Bids dated the ____ day of _____, ____.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, AND CERTIFICATES OF INSURANCE within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this ____ day of _____, 20__.

OWNER: CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

By: _____
Andrea Weckmueller-Behringer
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Title: _____

this the ____ day of _____, ____.

21SHAWLSDEMO

AGREEMENT

OWNER: City of Shawnee
16 W 9th
Shawnee, OK 74801

PROJECT: Cammack Street
Gravity Relief Line

CONTRACTOR:

PROJECT NO: 21SHAWLSDEMO

THIS AGREEMENT is dated as of the _____ day of _____, _____ by and between the OWNER and CONTRACTOR each above identified and collectively referred to as the Parties.

WITNESSETH: That for and in consideration of the payments, covenants and agreements stated herein, the Parties agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Article 2. CONTRACT TIME.

- 2.1 The Work shall be fully completed within 90 consecutive calendar days after the date of the Notice to Proceed. Refer to the General Requirements section of the project specifications for other Project Milestone requirements.
- 2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved with a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not substantially complete 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 pay OWNER **Two Thousand Dollars (\$2,000.00)** for each calendar day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is fully complete.

Article 3. CONTRACT PRICE.

- 3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the amount of \$_____.

21SHAWLSDEMO

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for payment will be processed by the OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS: OWNER will make progress payments on the basis of the CONTRACTOR'S Applications for Payment as recommended by the CITY ENGINEER, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values.
 - 4.1.1 Progress payments will be in an amount equal to 95 percent of the Work completed and 95 percent of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made.
- 4.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 19.5 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by the CITY ENGINEER.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations.

- 5.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- 5.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 6.1 This Agreement
- 6.2 Exhibits to this Agreement.
- 6.3 Performance, Maintenance and Payment Bonds.
- 6.4 Notice of Award and Notice to Proceed.
- 6.5 General Conditions
- 6.6 Supplemental General Conditions
- 6.7 ODEQ Supplemental Conditions (Pink Sheets)
- 6.8 Technical Specifications bearing the title Cammack Street Gravity Relief Line and consisting of divisions and pages as listed in table of contents thereof.
- 6.9 Drawings bearing the title Cammack Street Gravity Relief Line or as elsewhere described in the Contract Documents.
- 6.10 Addenda numbers _____ to _____, inclusive.
- 6.11 CONTRACTOR'S Bid
- 6.12 Any Written Amendment or Work Directive Change, including Change Orders, duly delivered after execution of Agreement.

The Contract Documents may only be altered, amended or repealed by a Written Amendment or Work Directive Change.

Article 7. MISCELLANEOUS.

- 7.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

- 7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 7.4 The Contractor has reviewed and understands the Davis Bacon Act and prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
- 7.5 Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.
- 7.6 The Contractor hereby represents and warrants to and for the benefit of the Owner that: The Contractor has reviewed and understands the Davis Bacon Act and prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in 6 counterparts each of which shall be deemed an original on the date first above written. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER: **CITY OF SHAWNEE**

CONTRACTOR:

By _____
(Chairman)

By: _____
Title:

(SEAL)

(SEAL)

ATTEST _____
(Secretary)

ATTEST: _____
Secretary

Address for giving notices:

City of Shawnee
16 W 9th
Shawnee, Oklahoma 74801

Address for giving notices:

() ____ - ____, FAX () ____ - ____

CERTIFICATE OF APPROVAL

I, the undersigned _____ the duly
authorized and acting legal representative of _____,
_____ County Oklahoma, do hereby certify as follows:

I have examined the construction contract between the contractor, _____
_____ and the above named entity, and the surety bonds given by the
contractor in connection with the performance of said contract, and the manner of execution of the
contract and surety bonds; and I am of the opinion that each of the aforesaid agreements has been
duly executed by the proper parties thereto, acting through their duly authorized representatives; that
said representatives have full power and authority to execute said agreements on behalf of the
respective parties named therein; and that the foregoing contract and surety bonds constitute valid
and legally binding obligations upon the parties executing the same in accordance with the terms,
conditions, and provisions thereof.

Dated this _____ day of _____, 20__.

Attorney

County, Oklahoma

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, hereinafter called "Principal" and the _____ a Corporation authorized to do business in the State of Oklahoma, hereinafter called "Surety", are held and firmly bound unto the City of Shawnee, Shawnee, Oklahoma, in the penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the Forgoing Obligation is Such That Whereas, the said Principal has on the _____ day of _____, ____ entered into a written CONTRACT with the City of Shawnee, Shawnee, Oklahoma, for the construction of Cammack Street Gravity Relief Line according to the PLANS and SPECIFICATIONS attached to said CONTRACT, which are by reference thereto made a part of this BOND.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms conditions, and Contracts of said Contract during the original term thereof, and any extensions thereof which may be granted by Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the Owners and the Principal shall abridge the right of any other claimant hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 6 counterparts, each of which shall be deemed an original, this the _____ day of _____, _____.

(SEAL)

ATTEST:

Company Name

Secretary

By:
Title:

(SEAL)

ATTEST:

Surety

Witness

By:
Attorney-in-Fact

Bond Number:

Surety Name:

Address:

City, State, Zip

Phone Number:

FAX Number:

NOTE: Date of Bond must not be prior to date of the Contract for which it is given.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, hereinafter called "Principal" and the _____ a Corporation authorized to do business in the State of Oklahoma, hereinafter called "Surety", are held and firmly bound unto the City of Shawnee of Shawnee, Oklahoma, in the penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the Forgoing Obligation is Such That Whereas, the said Principal has on the _____ day of _____, _____ entered into a written CONTRACT with the City of Shawnee, Shawnee, Oklahoma, for the construction of Cammack Street Gravity Relief Line, according to the PLANS and SPECIFICATIONS attached to said CONTRACT, which are by reference thereto made a part of this BOND.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firm subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline, coal, coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such works, and all insurance premiums on said work, and all labor, performed in such works whether by subcontractor or otherwise then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the Owners and the Principal shall abridge the right of any other claimant hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 6 counterparts, each of which shall be deemed an original, this the _____ day of _____, _____.

(SEAL)

ATTEST:

Company Name

Secretary

By:
Title:

(SEAL)

ATTEST:

Surety

Witness

By:
Attorney-in-Fact

Bond Number:

Surety Name:

Address:

City, State, Zip

Phone Number:

FAX Number:

NOTE: Date of Bond must not be prior to date of the Contract for which it is given.

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 Shawnee, Oklahoma, in the full and just sum of _____ Dollars (\$ _____), for the payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____ A.D., 20__.

The conditions of the obligation is for the maintenance of Wastewater System Improvements in the City of Shawnee described as Cammack Street Gravity Relief Line.

The conditions of this obligation are such that, whereas, said Principal has by certain CONTRACT between _____ and the CITY OF SHAWNEE, dated the _____ day of _____ 20__, agreed to construct in the City of Shawnee, said _____ in exact accordance with the BID of such principal and according to certain PLANS and SPECIFICATIONS heretofore made, adopted, and placed on file in the office of the Secretary of the City of Shawnee of Shawnee, Oklahoma, and to maintain the said Improvement in good condition for a period of one (1) year from and after the completion and acceptance of said improvements, then this obligation to be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said Improvements in good condition for the said period of one (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 necessary repairs are not made, that said amount shall become due upon the expiration of the 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.

IN WITNESS WHEREOF, this instrument is executed in 6 counterparts, each of which shall be deemed an original, this the _____ day of _____, _____.

(SEAL)

ATTEST:

Company Name

Secretary

By:

Title:

(SEAL)

ATTEST:

Surety's Name

Witness

By:

Attorney-in-Fact

Bond Number: _____

Surety Name: _____

Address: _____

City, State, Zip _____

Phone Number: _____

FAX Number: _____

NOTE: Date of Bond must not be prior to date of the Contract for which it is given.

NOTICE TO PROCEED

DATE:

PROJECT: Cammack Street Gravity Relief Line
Shawnee, Oklahoma

OWRB PROJECT NO: 21SHAWLSDEMO

TO:

You are hereby notified to commence work on the _____ day of _____, 20____
in accordance with the Agreement dated _____, 20____.

The work shall be substantially completed within 90 consecutive calendar days. The date of completion is therefore the ____ day of _____, 20.

CITY OF SHAWNEE (Owner)

BY: Andrea Weckmueller-Behringer
City Manager

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____

 (Title)

This the _____ day of _____, 20__.

21SHAWLSDEMO

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice 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.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *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, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).
- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- 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. *Bonds*: 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 Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), 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;
 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.

2.04 *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 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 2.03.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 the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
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 part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 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; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- 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.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *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 Contract 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 Contract. 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 Contract, whichever date is earlier.

4.02 *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 such date.

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *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.
- 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 permanent improvements are to be made 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.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, 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 any such claim, and against all 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 directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *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 adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
 - 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 Paragraph 13.03; and,

- c. 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.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then 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 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - 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 Paragraph 13.03;
 - c. 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; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. 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 (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, 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. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond 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 the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the 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 Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, 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 or Contractor as trustee or fiduciary, 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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *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.
- 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.

7.02 *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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work 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.

7.04 "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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, 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;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - 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.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. 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:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. 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 the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *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.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *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.

7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and 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 such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *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, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - 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 7.12.A.2 or 7.12.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 at its expense (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 protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *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.

7.14 *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.

7.15 *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.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the 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 and equipment 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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- 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 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall 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 7.16.D.

3. 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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

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 or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *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 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;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 7.18.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 7.18.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.

7.19 *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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) 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 any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *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 (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- 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.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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 10.08. 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.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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 15.06.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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.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 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. 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;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *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.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, 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, and 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 13.01.
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 6.05), 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.

C. *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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here 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 Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 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*: Contractor agrees that:
 - 1. 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
 - 2. 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*: 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.

13.03 *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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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 the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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.

14.07 *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, 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, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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, a warehouse bond, 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.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 13.03, 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; 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 money 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. 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 punch list.

15.04 *Partial Use or Occupancy*

- 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. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.05 regarding builder's risk or other property insurance.

15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds 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.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) 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 16.03.
- 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *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, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Contract (EJCDC C-700) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in the Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

SC-1.19 Engineer – The person, firm or corporation with whom the OWNER has entered into an Agreement to provide engineering related services such as design of certain public improvements.

SC-2.02 Amend the first sentence of paragraph 2.02 A to read as follows: "Owner shall furnish to Contractor up to three (3) copies of the Contract Documents,-----"

SC-5.01 Performance and Other Bonds

Amend the first sentence of paragraph 5.01 of the General Conditions to read as follows:

"CONTRACTOR shall furnish Performance, Payment and Maintenance Bonds,--" and as so amended paragraph 5.01 remains in effect.

SC-5.04 Add the following new paragraph immediately after paragraph 5.034.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverage's for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, etc.-The Contractor shall also secure, pay for, and maintain in full force and effect for the duration of the contract, complete Worker's Compensation Insurance and shall furnish a Certificate of Insurance to the Engineer before execution of the Contract.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason, the OWNER shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.
 2. Contractor's General Liability under paragraph 5.04.A.3 through A.6 of the General Conditions, which shall include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate (except products – completed operations)	\$1,000,000
b.	Products – Completed Operation Aggregate	\$-0-
c.	Personal and Advertising Injury (per person/organization)	\$1,000,000
d.	Each Occurrence (bodily injury and property damage)	\$1,000,000
e.	Excess Liability	
	General Aggregate	\$1,000,000
	Each Occurrence	\$1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions

a.	Bodily Injury	
	Each Person	\$1,000,000
	Each Accident	\$1,000,000
b.	Property Damage	
	Each Accident	\$ 500,000
	Or	
c.	Combined Single Limit (bodily injury and property damage):	\$1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts.

a.	Bodily Injury:	
	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000
b.	Property Damage:	
	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000

SC-5.06 Property Insurance – Delete paragraph 5.06, 5.07 and 5.08 in its entirety.

SC-6.08 Permits – Add the following language to the end of paragraph 6.08 of the General Conditions: The Contractor is required to obtain a Building Permit from the City of Muskogee for this project. There will be no charge for obtaining this "Permit".

SC-6.10 Amend the first sentence in paragraph 6.10.A to read as follows: "The OWNER qualifies for state and local sales tax exemption in the purchase of certain materials and equipment. The City will appoint the Contractor and his subcontractors as a special purchasing agent of the City. Refer to the "Appointment of Agent" form in the Specifications for limitations and exclusions".

SC-12.03 Time Extensions – The General Conditions refer to abnormal weather conditions in Section 12.03.

"12.03 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. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR."

The determination and extension of the contract time with regard to weather conditions shall be made in accordance with Section 108.07 of the Supplement to 1988 Standard for Highway Construction, 1999 Edition.

Abnormal Weather Conditions – Shall be defined as wet or cold weather condition that exceed the normal adverse weather days. A normal adverse weather day means adverse weather which, regardless of its severity is to be reasonably expected for that particular place at the particular time of the year. These days have been established in ODOT's 1999 Standard Specifications in section 108.07. The adverse weather days for Division I Headquarters for a given month is shown in the following table:

NORMAL ADVERSE WEATHER DAYS – DIVISION ONE, 1999

Month	Avg. Weather Days	Month	Avg. Weather Days
January	8	July	2
February	6	August	2
March	6	September	3
April	4	October	3
May	4	November	5
June	3	December	7

ODOT defines adverse weather days as follows:

"Actual adverse weather days are those days meeting one or more of the criteria in "A", "B", "C" and "D" below. Time extension for days meeting more than one criterion will take into consideration only that criterion having the greatest impact.

Those actual adverse weather days covered by criterion "A", "B", or "C" when they occur (except prior to mobilization or during suspension for other reasons) or their impact on contract completion. However, those days covered by criterion "D" will be subject to the limitations as noted.

- A. Days whose maximum temperature is 32°F or less – one full day allowed
- B. Days whose minimum temperature is 32°F or less, but whose maximum temperature is over 32°F – one half day allowed.
- C. Days when ½ inch or more precipitation (rain or snow equivalent) occurs – one full day allowed.

- D. Days when weather related conditions existing which prohibit proper performance of work as specified – one full day allowed. Allowance for such days will be subject to the work which is being delayed, being critical to timely contract completion and the Contractor making every reasonable effort to minimize the adverse impact of the conditions."

SC14.10 – Add the following Article 14:

The OWNER will retain 5% of the work completed and materials stored until the completion of the work.

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.1 CONSTRUCTION SCHEDULE

- A. Submit an initial construction schedule for review by the Engineer. Submit periodic updates as necessary to reflect any deviations of actual progress from initial schedule.
- B. Prepare schedule in format approved by the Engineer and compatible with complexity of Project to illustrate the relationship of major work activities.
- C. Minimum requirements will be horizontal bar chart on monthly time scale, with separate activities conforming to major divisions of the Specifications. Projected percentage completion of each activity and cumulative total of all activities should be shown for the first day of each month throughout the projected Contract duration.
- D. Progress Payments may be withheld until the Contractor submits a schedule that truly represents the current status of the project.

1.2 INSURANCE CERTIFICATES

- A. Submit updated certificates as necessary to verify current coverage.

1.3 PROJECT DATA SUBMITTAL SCHEDULE

- A. List all anticipated submittals of project data as required by the Contract Documents and such additional data as considered necessary by the Contractor. Show proposed submittal dates for each so that Engineer may schedule timely review of submittals. Update monthly to reflect current status.

1.4 SCHEDULE OF VALUES

- A. Where payment is to be based on unit bid prices, correlate schedule of values with bid items. Where payment is to be based on fixed price, correlate schedule of values with Divisions and Sections of Specifications. If separate payment is to be requested for materials suitably stored but not installed, segregate delivered costs, including taxes from installation costs including overhead and profit.

PART 2 - SHOP DRAWINGS, SAMPLES AND PRODUCT DATA

2.1 GENERAL - Submittals on component parts forming a system, or that are interrelated, shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function as a unit.

2.2 SHOP DRAWINGS - Identify details by reference to sheet and detail numbers shown on

Contract Drawings. Use same symbols wherever practicable. Reproductions of Contract Drawings are acceptable as shop drawings only when specifically authorized in writing by the Engineer.

2.3 SAMPLES - Includes all required physical examples to illustrate materials, equipment or workmanship, which establish standards by which completed work is judged. Must be of sufficient size and clarity, and in sufficient quantity to clearly illustrate functional characteristics and full range of colors, patterns, textures or other properties, which will be actually produced.

2.4 PRODUCT DATA - Includes manufacturer's schematic drawings, catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, test reports, certificates of compliance, and other descriptive data not included on shop drawings. Modify standard descriptive data to delete information, which is not applicable, and clearly identify pertinent data.

2.5 SUBMISSION REQUIREMENTS - Submittals shall be made with a letter of transmittal to the Engineer by the Contractor, and **not** by subcontractors, suppliers or manufacturers.

A. Submit an electronic copy of each submittal, size not to exceed 11" x 17".

B. Identify all submittals with the following information, as applicable:

Project title and Engineer's project number.

Name of Contractor, Engineer, originating subcontractor or supplier.

Submittal date, and all revision dates.

Identify each product or material submittal by reference to specification section and page no., drawing no., or any other contract document reference applicable thereto.

Applicable conformance standards.

Include certification of Contractor review and conformity to contract requirements. Identify any deviations from Contract Documents. Provide 3" x 3" minimum space for Engineer's review stamp.

2.3 TAXES - Refer to Supplemental Conditions for responsibilities.

PART 3 - PROJECT RECORD DOCUMENTS

3.1 MAINTENANCE OF DOCUMENTS - Maintain at jobsite one record copy of Contract Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, other modifications to the Contract, field test records and other approved documents submitted by Contractor in compliance with specification requirements.

A. Maintain documents at the project apart from documents used for construction. Do not use record documents for construction purposes. Maintain documents in clean, legible condition. Make documents available at all times for inspection of the Engineer and Owner.

3.2 RECORDING - Label each document "PROJECT RECORD COPY" in 2" high printed letters. Keep record documents current. Do not permanently conceal any work until required information

has been recorded.

3.3 CONTRACT DRAWINGS - Legible mark most appropriate drawing to record, where applicable:

- Depths of various elements of foundation in relation to first floor level.
- Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
- Field changes of dimension and detail made during construction process.
- Changes made by Change Order or Field Order.
- Details not on original Contract Drawings.
- Any change in location of facilities.

3.4 SPECIFICATIONS AND ADDENDA - Legibly mark up each Section to record:

- Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- Changes made by Change Order or Field Order.
- Other matters not originally specified.

3.5 SHOP DRAWINGS - Maintain as record drawings. Legibly annotate shop drawings to record changes made after review. Use red felt tip marking pen for all recording.

3.6 SUBMITTALS- At completion of project, deliver record documents to the Engineer. Accompany submittal with transmittal letter, in duplicate, containing:

- Date, project title and number.
- Contractor's name and address.
- Title and number of each record document.
- Certification that each document as submitted is complete and accurate.
- Signature of Contractor or his authorized representative.

END OF SECTION

SECTION 01400
QUALITY CONTROL BY CONTRACTOR

PART 1 - TESTS AND INSPECTIONS

1.1 GENERAL - Refer to General Conditions, Article 14

- A. The Contractor will employ and pay for the services of a qualified independent testing consultant, approved by the Owner and Engineer, to perform specified testing services for the following:

Soils Compaction Control
Cast-In-Place Concrete
Concrete Pavement
Asphalt Paving

- B. Refer to the sections above for specific requirements concerning compaction density, concrete strength and other in place strength requirements. Testing not specified herein will be done at the expense on the Owner.
- C. The Contractor will arrange for the performance, and pay all costs in connection therewith, all other tests and inspections required by the Contract Documents. Independent consultants retained by the Contractor, not by the Contractor himself, will perform tests.
- D. Other testing may be required by the contractor that is not covered in the section, such a paint thickness, pressure testing of water/sewer lines, etc. These tests are considered as incidental to the project. The contractor shall cover the cost associated with these testing requirements in the bid item that closest describes the work to be done.

PART 2 - REQUIREMENTS FOR INDEPENDENT TESTING CONSULTANTS

2.1 QUALIFICATIONS - Comply with "Recommended Requirements for Independent Laboratory Qualifications," latest edition, published by the American Council of Independent Laboratories, and basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction," latest edition.

- A. Submit to Engineer, for prior approval, name and address of a proposed testing consultant with description of personnel, facilities, equipment and other qualification data, including:
- B. Report of inspection of facilities made by Materials Reference Laboratory of the National Bureau of Standard's during most recent tour of inspection, with a memorandum of remedies of any deficiencies reported by the inspection.
- C. Certificates of calibrations of applicable testing equipment made by an accredited calibration agency within 12 months prior to a submittal date.

- D. Testing agencies will be instructed to submit directly to Engineer, three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying project, date of test, location in project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of an inspector.

PART 3 - CONTRACTOR RESPONSIBILITIES

3.1 RESPONSIBILITIES - Furnish above qualification data and expedite submittal when testing consultant is employed by the Contractor. Provide access to the work and furnish casual labor and facilities to accommodate inspections and tests. When tests fail to meet specified requirements, Contractor will arrange for retesting after conditions have been corrected. Conduct such retesting at no additional expense to the Owner.

3.2 NUMBER OF TEST – The number of requires test will be determined by dividing the “Quantity of Item Represented by one Test” into the quantity used on the project. Fractional numbers of tests shall be converted to the nearest whole number.

3.3 DENSITY TESTING - There will be a minimum of two (2) test per job for any category listed below. The following schedule will apply to all quality control testing.

- A. If minimum compaction requirements are not met as determined by these tests, Contractor will recompact to the specified compaction. Such recompaction will extend to 1.5 times the area specified above surrounding the point of the failed test. Remedial compaction and retesting will be conducted at no additional expense to the Owner.
- B. Additional Test – The Engineer may order tests in addition to the number provided for in the schedule if in his opinion, such additional tests are necessary. The cost of all tests ordered in addition to the number of satisfactory tests shall be paid for by the Contractor.

3.4 CONCRETE TESTING - The Contractor will be responsible for providing a slump cone at the site. This requirement will be for major pours on concrete pavements or foundation slabs.

- A. Testing Schedule - Concrete Cylinders: A minimum of three (3) cylinders will be taken for a single representative sample of the product being furnished (this is considered as 1 test). The first sample will be broken seven (7) days from the date of the sample. The second cylinder will be broken twenty-eight (28) days from the date of the sample.

Testing Methods & Frequency

Description	Method of Test (Latest Version)	Quantity of Item represented by one test
<u>Sub-grade (Soil Classification)</u>		
A. Preparation of Soil Mechanical Analysis	AASHTO T-87	1,000 S.Y. of Sub-grade or Select Soil
B. Mechanical Soil Analysis	AASHTO T-88	Same
C. Liquid Limit of Soil	AASHTO T-89	
D. Plastic Limit and Plastic Index	AASHTO T-90	Only 1 Test for additive treated sub-grade design unless change in soil class
E. Soil Classification	Group Index Method	
Standard Proctor Density	AASHTO T-99	10,000 S.Y. of Sub-grade unless a change in soil class is noted.
<u>Field Density</u>		
A. Sub-grade	AASHTO T-191 or T-205	1,000 S.Y. of Sub-grade
B. Trench Under Paving	Same	200 L.F. of trench or at any transverse crossing
C. Embankment	Same	Each 9" Layer of 1,000 S.Y. of sub-grade
<u>Asphalt Paving</u>		
A. Sampling, Extraction and Gradation	ASSHTO T-168 ASSHTO T-30 ASSHTO T-164	650 S.Y. of paving surface for each course and change in type of mix
B. Field Density	ASSHTO T-166 ASTM D1556 ASTM D-188-71 ASTM D-2726-73 ASTM D2922 ASTM D-2950-81	650 S.Y. of paving surface for each course and change in type of mix
C. HVEEM Stability	ASTM D150 ODOT Lab Method	Only 1 test unless a change in AC Source or mix type

Description	Method of Test (Latest Version)	Quantity of Item represented by one test
<u>Aggregate Base</u>		
A. Sampling Gradation	ODOT Stds.	1,200 S.Y. of Aggregate Base or 200 C.Y. of Agg. Base
B. Field Density	ODOT Stds.	650 S.Y. of Agg. Base
<u>Curb and Gutter</u>		
A. Concrete Cylinders (Curb & Gutter)	ASSHTO T-23 ASTM C-173 or C-231	200 L.F. of Curb 1 Test for entrained air content shall be made for each set of four concrete test cylinders or test beams cast.
B. Concrete Paving	ASSHTO T-23	1 Test for each 100 C.Y. of Concrete poured.
<u>Structural Concrete for Structure</u>		
A. Concrete Cylinders	AASHTO T-23	1 test for each curb inlet, Junction Box, Area Inlet, End sections or small structures less than 5 C.Y. in volume. For large structures use 1 test per 10-12 C.Y. poured.
B. Slump	ASTM C143-00	Same
C. Air Content	ASTM C231-97	Same
D. Temperature	ASTM C1064-99	Same

AASHTO – American Association of State Highway & Transportation Officials
ASTM – American Society for Testing Materials
ODOT – Oklahoma Department of Transportation

3.5 BASIS OF PAYMENT – Payment will be made on a Lump Sum basis. Refer to the bid schedule for the specific bid item. If a specific bid item is not identified, then the work is considered, as incidental and the cost of testing by the contractor shall be included in other bid items.

END OF SECTION

SECTION 02220
UTILITY TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 WORK INCLUDED: Work under this section includes site preparation, earthwork and surface restoration for underground pipelines, conduits, cables and appurtenances as shown on the drawings and specified herein.

1.2 REFERENCE STANDARDS: - Standards listed hereunder and referenced elsewhere in these specifications shall become a part of this specification and are incorporated herein. The latest edition, amendment or supplement thereto in effect 30 days before date of invitation shall apply.

American Society for Testing and Materials (ASTM)

C33	Concrete Aggregates
D698	Moisture-Unit Weight Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. Rammer and 12 inch Drop
D1556	Density of Soil-In-Place by the Sand Cone Method
D2922	Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth)

American Association of State Highway and Transportation Officials (AASHTO)

T99	Moisture Density Relations of Soils Using a 5.5 lb. Rammer and a 12 inch drop
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1.3 SUBMITTALS: Refer to Section 01300 - Submittals. Include the following:

- A. Methods - Submit the proposed sheeting and shoring methods to be employed by the Contractor.
- B. Samples - Test sample of granular bedding material.

1.4 SURFACE IMPROVEMENTS: Protect from damage or restore to their original condition all surface improvements encountered during trenching or construction. Improvements shall include but not be limited to surfacing, sidewalks, curbs, valley gutters, trees and shrubs, other surface vegetation, driveways, mailboxes, utilities, signs and fencing.

1.5 UNDERGROUND OBSTRUCTIONS: Protect from damage any underground pipes, utilities or structures encountered during construction. Restore any damaged underground utilities to their original condition at no additional expense to the Owner unless evidence of other arrangements satisfactory to all parties is presented to the Owner.

- A. Before commencing work, obtain information concerning location, type, and extent of concealed existing utilities on the site and adjacent properties. Consult records and personnel of local utility companies, municipal utility departments, and Telephone

Company. File Notice of Excavation with these agencies at least 48 hours prior to commencing work.

- B. Underground obstructions known to the Engineer, except service lines are shown on the drawings or otherwise referred to in the specifications. The locations shown may prove to be inaccurate and other obstructions not shown may be encountered. In any case, it shall be the responsibility of the Contractor to protect or restore all underground obstructions encountered.

1.6 SHEETING, SHORING AND BRACING: Except where trench banks are cut back on a stable slope, provide and maintain all sheeting and shoring necessary to protect adjoining grades and structures from caving, sliding, erosion or other damage. Protect against bodily injury in accordance with applicable codes and governing authorities.

- A. Do not remove any sheeting unless the pipe strength is sufficient to support the trench loads based on trench width measured to the back of sheeting. Remove sheeting and shoring gradually as excavations are backfilled to protect the construction and other structures, utilities or property. Do not attempt removal of sheeting in one operation after backfilling is complete.

1.7 BLASTING: No blasting will be permitted without written consent by the Owner.

1.8 DRAINAGE: Maintain the excavations and site free from water throughout the work. Remove any water encountered in the trench to provide firm sub-grade, to permit joints to be made dry at the final grade and to prevent entrance of water into the pipeline. Excavation shall be kept dry during subgrade preparation and continually until thereafter until the structure or pipe line is installed and backfilled so that no damage from hydrostatic pressure or flotation will result. Backfill shall be placed to a height above the pipe or around a structure to ensure a safety factor of 2.5 against flotation before dewatering activities are terminated.

All excavations for structures or trenches, which extend to or below groundwater shall be dewatered by lowering and keeping the groundwater level to a minimum of 12" below the low point of the excavation.

The contractor shall divert surface water from entering the excavations or trenches, without causing damage to adjacent property.

Contractor shall be responsible for obtaining the approval of agencies and authorities by acquiring the necessary discharge permits to remove and dispose of groundwater or surface water.

Accomplish dewatering by the use of sumps and gravel blankets, well points, or drain lines.

1.9 INTERRUPTION OF SERVICE: Coordinate interruptions of utility services with the Owner through the Engineer. Make connections to the existing system requiring the interruption of service during the time (weekends, nights or holidays) designated by the Owner.

- A. Obtain permission to cut and replace existing service lines to facilitate trenching. Notify affected users two hours in advance of, and restore service within four hours after any interruption. Repair all lines at no additional expense to the Owner.
- B. No valve or other control on the existing system shall be operated for any purpose by the Contractor. The Owner will operate all valves, hydrants, blow-offs and curb stops.

1.10 SEQUENCING: Pipeline installation shall follow trench excavation within one city block. Trench backfill shall follow pipe installation within one city block. Cleanup shall follow trench excavation within 500 lineal feet.

1.11 CONSTRUCTION IN STREETS: When construction operations are located within streets, make provisions at cross streets and walks for free passage of vehicles and pedestrians by bridging or other approved methods. Do not block streets, walks or driveway without prior approval by the Owner.

1.12 CLASSIFICATION OF EXCAVATED MATERIALS: No classification of excavated materials will be made. Perform excavation of every description and of whatever substance encountered to the depths indicated or as otherwise specified. All excavated material, which is unsuitable or not needed for backfill, shall be wasted or disposed of. It shall be the Contractor's responsibility to provide areas to deposit waste material and rock. The cost of disposing of waste materials from Utility Trenching shall be included in the unit price for pipes.

1.13 TRENCH MAINTENANCE: Maintain all trench backfill and resurfacing thereon for a period of one year after final acceptance by the Owner.

1.14 STABILIZATION: Sub-grades for structures or trench bottoms shall be firm, dense and thoroughly compacted. The material shall be free of mud and muck. The workers shall be able to stand and walk without sinking into the subgrade.

Unstable sub-grade shall be reinforced by over-excavation and replacing the unstable material with crushed rock or gravel. The material shall be placed and compacted in lifts, with no voids. Backfill trench to proper grade with granular material and compact to 95% of maximum density.

PART 2 - PRODUCTS

2.1 BACKFILL MATERIALS:

- A. Concrete - 3,000 psi concrete as specified in Section 03300 -Cast-In-Place Concrete.
- B. Granular Material - 1½" Crusher Run
- C. Fine Granular Material - Natural or manufactured sand meeting the requirements of ODOT Section 701.05, gradation for fine aggregate (3/8" to No. 200).

- D. On Site Material – Excavated material may be used for compacted backfill when the material is finely graded, free from debris, organic material, cinders, corrosive material and stoned larger than 3” in any dimension. Each layer of material shall have the best moisture content for satisfactory compaction. Material that is wet or saturated shall be dried and thoroughly mixed to ensure uniform moisture content and adequate compaction before it is placed. Material that is unsuitable shall be disposed of by the contractor at no additional expense.
- E. Select Backfill - Selected soil free from rocks, clods and stones greater than 1-1/2" in any dimension.
 - 1. Upper Portion of Trench - Material placed within one foot of pavement sub-grade or the finished surface in unpaved areas shall be free from rocks and stones larger than 2-1/2" in any dimension.
 - 2. Remainder of Trench - Soil may contain a limited number of stones smaller than 3" in any dimension, provided they are dispersed in the surrounding material in a manner to allow specified compaction.
- F. Class ‘A’ bedding for pipe – Granular Material meeting the requirements of ODOT Section 701.06, Coarse Aggregate No. 57.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Field Measurements - before commencing work, locate all initial base lines as required by the Contract Documents.
- B. Pavement and Curb and Gutter Removal - before trenching begins remove any pavement, curbs, gutters, sidewalks, and driveways necessary to install the utility. All pavement, curbs, gutters, sidewalks and driveways shall be removed to the nearest construction joint using saw cutting methods with neat straight lines and edges.
- C. Clearing - Remove all stumps, roots, brush, other vegetation and debris from areas that will be disturbed by the construction operations. Legally dispose of all cleared materials at public or private dumping areas, off the owner's property.
- D. Top soiling - Strip existing topsoil from areas to be disturbed by construction operations. Stockpile in areas designated by the Engineer. Keep topsoil segregated from non-organic trench excavation materials and debris.

3.2 EXCAVATING:

- A. Trenching - Excavate trenches by open cut except where boring and jacking is indicated on

the drawings. Conform to sheeting, shoring and bracing requirements of regulating agency or ruling authority.

- B. Stockpiling Excavated Material - Stockpile suitable material for backfilling a minimum of four feet from banks of the trench to avoid overloading and to prevent slides or cave-ins. Remove waste off the site. Excavated materials not suitable or not required for backfilling shall be removed and disposed of by the Contractor. The Contractor shall not place any waste material in a designated floodplain unless they receive a permit from the proper authority.
- C. Excavation to Grade - Accurately grade trench bottoms to provide uniform bearing and support for each section of pipe on undisturbed soil at every point along its entire length, except portions of pipe sections where it is necessary to excavate for bell holes and for proper sealing of pipe joints.
- D. Bell Holes - Dig bell holes and depressions for joints after trench bottom has been graded. Bell holes and depressions shall be only of such length, depth, and width as required for properly making the particular type of joint. No part of the bell or coupling shall come in contact with the trench wall or bottom.
- E. Pipe Clearance in Rocks - Where rock excavation is necessary, over excavate the trench bottom a minimum of 6" below the bottom of the pipe for pipe 24" in diameter or less and 12" for pipe larger than 24". Backfill the over excavated area with concrete or granular material. Compact granular material to 98% of standard density under paving.
- F. Limiting Trench Widths - Excavate trenches to provide adequate working space and pipe clearances for proper pipe installation, jointing and embedment. The maximum allowable trench width used in computing pipe-bedding quantities shall be as shown in Table 1 in the plans. Trench widths in excess of these widths shall be backfilled per the typical trench detail shown in the plans.
- H. Excavation for Appurtenances - Make excavations for manholes, vaults and similar structures sufficient to leave at least 12" clear space between outer surface of structure and the bank shoring material that may be used to hold and protect the banks.
- I. Unauthorized Excavation - If any areas are inadvertently over excavated, backfill such over excavation with concrete or granular material. Compact granular material to 95% of maximum density. If the maximum trench width is exceeded, provide concrete encasement or a higher strength of pipe at no additional expense to the Owner.

3.3 PLACING EMBEDMENT MATERIAL: Place granular pipe bedding and select material to a cover depth of one foot by hand to prevent damage or displacement of the pipe.

3.4 TRENCH BACKFILLING AND COMPACTING: Refer to the Standard Detail Sheet for pipe bedding requirements. Deposit material in layers of a thickness required to achieve the compaction specified below. Maintain moisture content of material within $\pm 1\frac{1}{2}\%$ of

optimum condition.

- A. State Highways - 100% of maximum density for paved areas and shoulder slopes, 95% of maximum density for all other areas.
- B. Paved Roadways and Paved Driveways – Class ‘A’ backfill around pipe and 1 ½” crushed run from 4” above pipe to base of paving, compacted to 98% of modified proctor density.
- C. Shoulders and Sidewalks : -Top foot: 98% of modified proctor density, remainder of trench: 95% of modified proctor density.
- C. Unpaved Areas - Top Foot: 90% of maximum density; remainder of trench: 85% of modified proctor density.

3.5 METHOD OF COMPACTION:

- A. Mechanically compact trench backfill by means of tamping rollers, sheep foot rollers, pneumatic tire rollers, vibrating rollers or other mechanical tampers.
- B. Compaction by jetting will not be permitted for state highways, paved roadways, gravel roadways, structural foundations, or any other structures and improvements which sustain design loading relative to public health and safety.

3.6 FIELD QUALITY CONTROL:

- A. Density Testing and Control - Refer to Division 1 - Quality Control, for responsibilities.

3.7 SURFACE RESTORATION:

- A. Final Grading - Grade all areas disturbed by the construction operations after completion of backfilling and compacting. Areas that are to receive pavements, surfacing, topsoil, seeding or landscaping shall be graded as specified or shown on the drawings. Grade all other areas to match the existing ground line.
- B. Top Soil - Replace suitable topsoil to depth of stripping over all areas disturbed by construction that do not receive other surface treatment. Do not compact topsoil during stripping, stockpiling or placing.

END OF SECTION

**SECTION 02667
PIPELINE BORE AND CASING**

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK: The CONTRACTOR shall furnish and install protective steel pipe casings and/or carrier pipe under streets, highways, railroads, creeks or other locations as shown on the plans in the pipe size, length and location shown. The Contractor's attention is directed to the requirements of the particular municipal or private owner or department of public works having jurisdiction over the street, highway or railroad (hereinafter referred to as highway) whether through permit, verbal or other directions. The construction shall not be started until the necessary permits have been obtained, and copies are at the Job Site, and proper notice and approval for construction has been obtained from the owner of the street, highway or railroad. All necessary materials, equipment, labor and traffic protection devices shall be on the Job Site before requesting permission to start the Work. The Contractor may also be required by street, highway or railroad owner to post bond or certified checks and/or provide additional insurance as described herein or elsewhere in the Contract Documents.

PART 2 – MATERIALS

2.1 CASINGS, JOINTS AND COATINGS

- A. Pipe Material - Steel pipe intended for use as pipe casings to facilitate crossings under highways shall be not less than the diameter, wall thickness and necessary length shown, indicated or specified in the Contract Documents. The CONTRACTOR may utilize a larger size casing to suit the Contractor's own convenience and/or ease of construction, if permitted by the owner of the highway, including any additional requirements, which owner of the highway may impose, and such larger size casing shall be installed at no additional cost to the OWNER. The CONTRACTOR may elect to utilize a thicker-walled casing in accordance with the precautions outlined in the clause entitled "Casing Installation by Boring, Jacking or Drilling" in this section. Pipe shall conform to the following general requirements:

Pipe Diameter	ASTM Standard
4" to 92"	ASTM A-139 Electric-Fusion (Arc) Welded Steel Pipe
4" to 26"	ASTM A-53 Type E-Electric Resistance Welded
6" to 24"	ASTM A-252 Welded and Seamless Steel Pipe

All surfaces shall be smooth and uniform without bulges, dents or warping of lengths, and new or used pipe shall be used. Finished lengths of pipe shall be furnished with beveled-cut ends to facilitate proper welding of transverse joints.

- B. Transverse Joints - Transverse (or circumferential) joints for connecting lengths of pipe, either in the shop or in the field, shall be accomplished by a continuous butt weld, performed in accordance with the procedures, required materials and equipment

specified by the American Welding Society. The welding shall be done by an experienced welder, qualified in accordance with the requirements of the latest edition of "Standard Qualification Procedure" issued by the American Welding Society.

2.2 CASING SPACERS: Casing spacers shall be used on all water and sewer line installations inside casing pipe. Wooden skids will NOT be allowed as an alternative.

The spacers shall be designed with risers and runners to support the carrier within the casing and maintain a minimum clearance of 1.00" between the casing ID and the spacer OD. On carrier pipes with a nominal OD of 16" or less, each spacer shall contain four riser and runner combinations - two on each half. On carrier pipes with a nominal OD of 18" through 24", each spacer shall contain either four riser and runner combinations – two on each half, or each spacer shall contain five riser and runner combinations – two on the top half and three on the bottom half. This is dependant on the annular space between the carrier pipe OD and casing pipe ID and shall be left up to the discretion of the manufacturer.

The band shall be manufactured of 8" wide, hot rolled, pickled, and oiled 14-gauge carbon steel. The risers (when applicable) shall be constructed of hot rolled, pickled, and oiled 10-gauge carbon steel having a minimum length of 6" and a height to be determined based on the annular space between the carrier OD and the casing ID.

Abrasion resistant runners, having a minimum length of 7" and a minimum width of 1", shall be attached to each band and/or riser (depending on design criteria) to minimize friction between the casing pipe and the carrier pipe as it is installed. Runner material shall be of glass filled polymer with a compression strength of 33,000 psi, flexural strength of 40,000 psi and tensile strength of 27,000 psi. The ends of all runners shall be beveled to facilitate installation over rough weld beads or the welded ends of misaligned or deformed casing pipe.

Interior surfaces of the circular carbon steel band shall be lined with EPDM, or PVC alternate, having a minimum thickness of .090" with a hardness of Durometer "A" 85-90. Recommended positioning of the spacers is one placed 1 – 2 feet on each side of the bell joint and one placed every 7 - 9 feet apart thereafter.

BAND and RISERS Band – 14-Gauge, hot rolled, pickled & oiled Steel Riser – 10-Gauge, hot rolled, pickled & oiled Steel

LINER - EPDM (Polyvinyl Chloride Alternate) Thickness - .090" (2.29mm) minimum Hardness - Durometer "A" 85-90 Dielectric Strength - {1/8" (3.18 mm) thick} 60,000 VPM Water Absorption - 1% maximum Overlaps edges

BOLTS, NUTS and WASHERS Up to nominal OD of 16" - Electro Plated – 1/4" – 20UNC x 2" long bolts, 1/4" hex nuts, 1/4" washers SAE 2330
Above nominal OD of 16" - Electro Plated – 5/16" – 18UNC x 2" long bolts, 5/16" hex nuts 5/16" washers SAE 2330
RUNNERS 1" wide or 2" wide glass filled polymer. Contractor shall use field-adjustable runners

when installing gravity sewer lines. Water line installation and sanitary sewer force mains will require restrained runners that hold the carrier pipe in position.

Sizes Available: Length - 7" (17.8 cm) Effective heights – 1", 1 1/2"

Material Specifications: Rockwell Hardness (M) – (ASTM D 785) = 100 Tensile Strength – (ASTM D 638) = 27,000 psi Flexural Strength – (ASTM D 790) = 40,000 psi Compression Strength – (ASTM D 695) = 33,000 psi Deflection Temperature @ 264 psi – (ASTM D 648) = 478 F (248 C) Deformation Under Load @ 122oF (50oC) (4000 lb. Load) – (ASTM D 648) = 1.2% Coefficient of friction – 0.1

FINISH

Copolymer-based Thermoplastic Specifications

Adhesion – (ASTM D 4541) = >800 psi Durometer - Shore D (ASTM D 2240) = 53

Maximum Operating Temperature (Constant) = 150oF (65oC)

WELDING All risers shall be welded to the band by MIG welding.

The spacers shall be manufactured by Advanced Products & Systems, Inc., Lafayette, LA, 337-233-6116 or approved equal.

2.2 CASING END SEALS: The contractor shall install a casing seal at each end of the casing. The seal shall be made from 1/8" thick neoprene rubber (60 durometer). The seal shall be secured to the casing and carrier pipe by 2 – 1/2" wide T304 stainless steel bands with 100% non-magnetic worm gear mechanism. A butyl mastic strip must secure a wrap-around seal. Pull on seals shall have vulcanized edges. Mechanical seals will also be allowed. The seals shall be manufactured by Link Seal, Furnco or Advanced Products & Systems, Inc., Lafayette, LA, 337-233-6116 or approved equal.

PART 3 - EXECUTION

3.1 CASING INSTALLATION BY BORING, JACKING OR DRILLING: The steel casing shall be bored, jacked or drilled under the road at the location shown, indicated or specified in the Contract Documents. The boring, jacking or drilling pits at the ends of the casing and the receiving pit shall be sheeted and braced. No excavation shall be closer than 5 feet from the edge of the pavement or closer than shown, indicated or specified in the Contract Documents, whichever is the greatest distance from the edge of the pavement.

3.2 CASING WALL THICKNESS: The minimal wall thickness for steel casing pipe shall be "Standard Wall Thickness" as identified in the Iron Pipe Sizes (IPS) Standard. The diameter and wall thickness of casing shown, indicated or specified in the Contract Documents are the minimum allowable. The CONTRACTOR shall be responsible for selecting a casing of wall thickness, which is adequate to permit jacking, drilling or boring operations without buckling or excessive deformations of the casing. The jacking, drilling or boring operation shall be prosecuted continuously, and at no time shall the excavation be advanced ahead of the end of the casing. When the method consists of pushing the casing into the soil with a boring auger or similar device rotating within the casing to remove the soil, then the front of the pipe shall be

provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the casing in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the casing by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material. If voids should develop outside the casing or if the bored, jacked or drilled hole diameter is greater than the outside diameter of the casing pipe by more than 2 inches, pressure grouting shall be employed to fill such voids. Pressure grouting shall be carried out on a daily basis. Grouting holes to be spaced as needed to completely fill all voids, but not more than 3 feet on centers. Where casings are not large enough to permit entry, the pressure grouting is to be done by drilling and grouting from the road surface. Cement grout to be a uniform mixture of 1:6.

The use of water or other liquids to facilitate casing emplacement and spoil removal is prohibited.

The equipment and procedure used for installing the casing to the proper line and grade shall receive the prior approval of highway owner.

All pit openings for this installation under pavements or shoulders shall be backfilled with aggregate base completed to 93% standard proctor density.

Excavated materials shall be disposed of as surplus material.

3.3 BORING, JACKING AND DRILLING: Jacking, drilling and boring pits to be backfilled as described herein or as shown, indicated or specified in the Contract Documents. All pit excavations under pavements or road shoulders shall be backfilled and compacted as specified in 02220 Utility Trenching and Backfilling - Section 3.4.A.

3.4 CARRIER PIPE PREPARATION: The carrier pipe shall be of size, material, and class shown, indicated, or specified in the Contract Documents. The assembled pipe shall be positioned in the casing such that no part of the pipe touches the casing. The casing shall be installed in order to support the pipe at correct line and grade.

3.5 INSTALLATION OF PIPE IN THE CASING: The carrier pipe shall be installed by joining and sliding ahead length by length into the casing. The CONTRACTOR shall furnish all necessary shims, concrete leveling course, guide tracks, tools, and other equipment, which are required to place the pipe in the casing true to grade and line. The pipe shall be adequately supported, anchored and blocked within the casing to prevent any possible deflection or damage after installation. The interior of the pipe shall be inspected for alignment and grade.

All highway and county road crossings shall have 2 - inch diameter steel vent pipe (schedule 40) installed on both ends of the casing one (1) foot from each end of the casing. The vent pipes shall be located on the right of way line. Steel extension pipe will be required from the end of the casing to the right of way line. The extension pipe shall have a minimum of 36" of cover. Vents shall be installed plumb and extend three (3) feet above ground. Vents shall face

downward as shown in detail. Paint with Two (2) coats of aluminum paint. Wire brush and wipe clean as to remove all scale and rust prior to painting. Signs shall be placed on the vent pipe identifying the name of the utility company.

END OF SECTION

SECTION 02740
SANITARY SEWER FORCE MAINS

PART I - GENERAL

1.1 WORK INCLUDED - Work under this section includes furnishing, installing, and testing sanitary sewer force mains as shown on the drawings and as specified herein.

1.2 QUALITY ASSURANCE

- A. Allowable Tolerances - Maximum deviation shall not exceed plus or minus five-tenths (0.5) of a foot from alignment shown on the drawings. Where the pipeline is to be laid to a specific grade shown on the drawings, vertical deviation shall not exceed three-tenths (± 0.3) of a foot.
- B. Pipe and Fittings Marking - Mark pipe with the following information applied at intervals of not more than 5 feet:
 - Nominal size and O.D. base.
 - Material code designation.
 - Applicable dimension ratio, pressure class or schedule number.
 - Applicable standard designation number.
 - Manufacturer's name or trade mark.
- C. Reference Standards - Standards listed hereunder and referenced elsewhere in these specifications shall become a part of this specification and are incorporated herein by reference. The latest edition, amendment or supplement thereto in effect 30 days before date of invitation shall apply.

American Water Works Association (AWWA)

AWWA C104	ANS for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
AWWA C105	Polyethylene Encasement for Ductile Iron Piping
AWWA C110	Gray Iron and Ductile Iron Fittings, 3 in. thru 48 in., for water and other liquids
AWWA C111	Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings
AWWA C151	Ductile-Iron Pipe, Centrifugally Cast
AWWA C509	Resilient-Seated Gate Valves
AWWA C512	Air Release, Air/Vacuum and Combination Air Valves
AWWA C600	Installation of Ductile-Iron Pipe and their Appurtenances
AWWA C601	Pressure and Leakage Testing
AWWA C605	Underground installation of Polyvinyl Chloride (PVC) Pressure Pipe & Fittings for Water

AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. thru 12 in., for Water

1.3 SUBMITTALS - Refer to Section 01300 - Submittals. Include the following:

- A. Product Data - Catalog sheets and descriptive literature on all materials and equipment specified herein.
- B. Certificates of Compliance - Manufacturer's affidavit stating compliance with referenced published standards specified herein.

1.4 JOB CONDITIONS

- A. Protection - Take every precaution to prevent foreign material from entering the pipe, fittings, and valves during installation. Apply a protective cover over each end of the pipe until the connection is made to the adjacent pipe.
- B. Coordinate pipe delivery closely with installation to minimize the possibility of contamination. Place no debris, tools, clothing or other materials in the pipe.
- C. Whenever pipe installation is interrupted, seal the open end of the pipe with a watertight plug to prevent trench water, debris or other material from entering the pipe. Follow procedures or techniques, which will prevent pipe flotation.
- D. Under no circumstances shall trench water be allowed to enter the pipeline. If water is present in the trench, the seal shall remain in place until the trench is pumped dry.
- E. Unsuitable conditions - No pipe shall be installed when trench or weather conditions prevent installation in accordance with standards specified herein.
- F. Product Delivery, Storage and Handling - All pipe, fittings, valves and specials shall be handled, stored and protected to prevent damage to materials and protective coatings and linings. Under no circumstances shall such materials be dropped or dumped into the trench. Remove any broken or damaged materials from the construction site and do not use in any portion of the construction. Any broken, damaged, or otherwise defective materials, which are included in the construction, shall be removed and replaced at no additional expense to the Owner.

PART 2 - PRODUCTS

- A. Refer to plans for allowable pipe products.

3.1 PREPARATION

- A. Excavation - Perform excavation in accordance with the requirements of:

Section 02220 - Utility Trenching, Backfilling and Compacting

Section 02667 – Pipeline Bore and Casing

- B. Verification - Verify dimensions and class of all existing and proposed pipe, valves, fittings and equipment prior to installation to insure a sound and continuous piping system.
- C. Cleaning and Inspection - Clean all pipe, fittings, valves and related materials thoroughly of all foreign material and inspect for cracks, flaws or other defects prior to installation. Mark all defective, damaged or unsound materials with bright marking crayon or paint and remove from job site.

3.2 INSTALLATION

- A. Connections to Existing Pipelines - Make connections between new work and existing piping using suitable fittings for the conditions encountered. Make each connection at a time authorized by the Owner that will least interfere with service to customers. Provide facilities for proper de-watering and disposal of all water from de-watered lines and excavations without damage to adjacent property.
- B. Remove all dirt and foreign material from the spigot and bell end gasket and gasket groove. Apply lubricant furnished by the pipe manufacturer to the spigot end of the pipe. Insert the spigot to the reference mark. Take care during jointing to avoid disturbing previously installed joints.
- C. Pipe Laying - Install pipe with bell ends facing the direction of laying. Where pipe is laid on a grade of 10 percent or greater, proceed uphill with the installation with the bell ends facing upgrade.
- D. The pipe line shall be installed so that a positive or negative grade is maintained between high and low points to avoid air pockets. If a permanent air vents are not provided, record location of all high points so they may be readily located.
- E. As each length of pipe is placed in the trench, the joint shall be completed in accordance with the applicable portions of the specifications and the pipe shall be brought to the correct line and grade. Secure the pipe in place with the specified bedding material tamped under and around the pipe except at the joints.
- F. Depth of Pipeline - Unless otherwise shown on the drawings, minimum depth of cover from the finished grade to the top of the pipe shall be 3 feet.
- G. Thrust Blocks - Construct thrust block in accordance with Engineer's Construction Standard, sized to accommodate the specified test pressure of the pipeline. Thrust blocks shall extend from the fitting to solid undisturbed earth and shall be constructed so the joints are accessible for repair. If adequate support against undisturbed earth cannot be obtained, provide joint harnesses.
- H. A joint harness will be required in lieu of thrust blocks at all bends on all pipe 24" and larger

in diameter.

- I. Protection of Metal Surfaces - Protect all ferrous metal rods, clamps, bolts, and other accessories in contact with earth or fill material and not encased in concrete with two coats of coal tar paint. Apply the first coat to clean, dry metal surfaces and allow drying before applying the second coat.
- J. Water Line Crossings - Where force mains cross water lines, install the force main below the water line so that there is 24 inches clear distance vertically below the water main.

3.3 FIELD QUALITY CONTROL

- A. Allowable Leakage - No pipe installation will be accepted if the leakage is greater than that determined by AWWA Standard C600.

$$L = (ND\sqrt{P})/7,400$$

L = Allowable Leakage, in gallons per hour

N = Number of joints in the length of pipeline tested

D = nominal diameter of the pipe, in inches

P = average test pressure during the leakage test, in psi

Leakage should not exceed ten gallons per inch diameter per mile of pipe per 24 hours at 150 psi testing pressure.

- B. Repair of Leaks - If the test discloses leakage greater than the allowable leakage, the Contractor shall locate and repair the defective joints until leakage is within the specified limit. The Contractor shall repair all visible leaks regardless of the test results.

3.4 BEDDING - All pipe shall be installed using Bedding as described in the Plan Detail Sheets.

3.5 TRACER WIRE & MARKING TAPE

- A. All non-metallic force mains (6" and larger) shall have a tracer line attached to and buried with the pipe. The tracer line shall be a No. 12 solid, copper, insulated wire.
- B. The tracer line shall be attached to the pipe at intervals not to exceed 10 feet with nylon self locking ties or 1 1/2" wide duct tape.
- C. All splicing shall be made with copper compression tap connectors, as manufactured by Burndy, "Crimpfit", Cat. No. YC10C10, or equal.
- D. Tracer wire shall be terminated at the lift station in an above ground electrical box. An above ground electrical box shall be installed to also terminate the tracer wire at the receiving manhole or gravity line.
- F. Marking Tape – The contractor shall install underground warning tape on all force mains (4"

and larger). The tape shall be placed 12" to 18" above the top of the pipe. The tape shall be low density polyethylene (150 mm wide x 0.10 mm thick) with pre-printed wording identifying the product "SEWER LINE".

3.6 BASIS OF PAYMENT - Where payment for piping is to be made at a unit price per lineal foot, measurement will be made along the centerline of the pipe through manholes, valves and fittings, to the centerline or ends of connecting lines and to limits of payment for other bid items.

END OF SECTION

Cammack Street Gravity Relief Line

Quest Quest Number: 8245445

Closing Date: Mon, 07/18/2022 03:00 PM CDT

Posting Type: Construction Project

Owner Name: City of Shawnee

Solicitor Name: Holloway, Updike & Bellen Inc

Contact: Dale Seaton, P.E. dseaton@hubengineers.com

Phone: 918-251-0717

Email: thilton@hubengineers.com

Company	Address	Contact	Email Address	Phone	Fax	Business Certification	Business Designation	Entry Date	Document Type	Comments
City of Shawnee	222 N Broadway Ave., Shawnee, OK - 74801	Seth Barkhimer	seth.barkhimer@shawneeok.org	405-878-1760			Project Owner	06/24/2022	Paper	
ConstructConnect	3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills	content@constructconnect.com	800-364-2059	866-570-8187		Plan Room	06/28/2022	eBidDoc	
ePlan	1400 Forum Blvd Ste 7B, Columbia, MO-65203	Eplan Reporter	eplan@eplanbidding.com	5734477130	573-355-5404		Plan Room	06/28/2022	eBidDoc	
Orr Construction, Inc.	510 North Broadway, Davenport, OK-74026	Johnny Johnson	johnny@orrconstructionok.com	918-377-4362			Prime Bidder	06/30/2022	eBidDoc	
Downey Contracting, L.L.C.	3217 Northeast 63rd Stree, Oklahoma City, OK-73121	Brandon Downey	bids@downeycontracting.com	4054785277	405-478-5269		Prime Bidder	06/30/2022	eBidDoc	
Core and Main # 123	8401 SW 15th Street, Oklahoma City, OK-73128	Jeff Wilcox	jeffrey.wilcox@coreandmain.com	405-495-0699	405-495-2016		Supplier	07/06/2022	eBidDoc	
Krapff-Reynolds Construction Co.	2400 N.E. 4th Street, Oklahoma City, OK-73117	Jim King	jking@krapff-reynolds.com	405-733-9682	405-516-0081		Prime Bidder	07/07/2022	eBidDoc	
UTILITY TECHNOLOGY SERVICES	9636 west reno, oklahoma city, OK-73127	DAVID MOORE	domoore@utssupply.com	4054398549			Supplier	07/08/2022	eBidDoc	
Horizontal Boring & Tunneling Co.	505 S. River Ave., Exeter , NE-68351	Brent L. Moore	horizontalboring@hbttrenchless.com	402-266-5347	402-266-5591		Subcontractor	07/11/2022	eBidDoc	

Regular Board of Commissioners

8. b.

Meeting Date: 08/01/2022

Bid Open

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Kickapoo Street Sidewalk Improvements (Open)

Attachments

Advertisement

Bid Documents

Addendum No. 1

Plan Holders List

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Shawnee will receive sealed bids in the City Hall (City Clerk's Office), 16 W. 9th St., Shawnee, OK 74802 for:

KICKAPOO STREET SIDEWALK IMPROVEMENTS

Event	Date(s)
Invitation to Bid Published	Thursdays: June 23, June 30, and July 7, 2022
Pre-Bid Conference (Mandatory)	Thursday, July 14, 2022, 2:00 PM
Addenda Issued	No later than Monday, July 25, 2022
Bid Opening	Monday, August 1, 2022 6:00 PM

Bids will be received by the City Clerk until 4:00 pm, Monday, August 1, 2022, and publicly opened at the City Board Meeting in City Hall at 6:00 pm, Monday, August 1, 2022. All bids will remain at least forty-eight hours thereafter, before a contract will be made and entered into thereon. The outside of the bid envelope should be clearly marked with the name of the bidder, the project name, the project number, the bid number, and the date/time of the bid opening.

Each bidder is required to submit with their bid a bid security in the form of a cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the amount of the bid.

The bid submitted as a legal offer and any bid when accepted by the City constitutes a firm price.

Sales Tax Exemption: All bids shall be made without sales tax included based on City of Shawnee sales tax exemption as effective on the bid date.

The bidder must use the provided bid forms and affidavits, and all forms must be signed and notarized/attested. The bidder must file the bid in a sealed envelope. All bids must be typewritten or in ink. One (1) copy addressed to the City Clerk will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"SEALED BID FOR KICKAPOO STREET SIDEWALK IMPROVEMENT – MACARTHUR STREET TO I-40, CITY OF SHAWNEE"

A mandatory pre-bid conference will be held at 2:00 PM on Thursday, July 14, 2022 at Shawnee City Hall.

Bids will be referred to city staff for evaluation. The City Board may award to the "lowest responsible bidder". The City Board reserves the right to reject any or all bids and to waive any technicalities in the bidding process. No bid may be altered, withdrawn, or resubmitted within 30 days after the date set for the opening of bids.

To be qualified to Bid, a complete set of plans, specifications, contract document must be obtained from www.questcdn.com for a fee of \$15 (nonrefundable). Once logged into the site,

insert eBidDoc project number 8236890 (Shawnee, OK; Kickapoo Street Sidewalk Improvements).

Technical questions should be directed to:

Derick Millican, PE; 405.242.6659; dmillican@olsson.com

Upon notice of award, the successful bidder shall return the executed contract within fifteen (15) calendar days along with a performance bond, statutory bond and maintenance bond.

This work will be done under the 2019 Oklahoma Standard Specifications for Highway Construction.

City of Shawnee
Shawnee, Oklahoma

By: 
Assistant City Manager

Contractor _____

**PROPOSALS MUST BE RECEIVED BY MONDAY,
AUGUST 1, 2022 AT 4:00 P.M.**

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE
KICKAPOO STREET SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40

BID OPENING:
MONDAY, AUGUST 1, 2022 AT 6:00 P.M.

16 West 9th Street
Shawnee, OK 74801-6812
Telephone: (405) 878-1760

PREPARED BY:

OLSSON

11600 Broadway Extension Ste. 300
Oklahoma City, OK 74137-2852



CITY OF SHAWNEE

16 West 9th Street SHAWNEE, OK 74801-6812

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS WILL BE OPENED AT THE CITY COMMISSION MEETING AT 6:00 P.M. ON
MONDAY, AUGUST 1, 2022, AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL THE 4:00 P.M. ON MONDAY, AUGUST 1, 2022
AT THE LOCATION STATED IN THE NOTICE TO CONTRACTORS

CITY: SHAWNEE

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK IMPROVEMENTS

LOCATION: KICKAPOO ST. -- MACARTHUR ST. TO I-40

AMOUNT OF CONTRACT GUARANTEE: FIVE PERCENT (5%) OF THE BID.

NOTE: PROPOSAL SHOULD BE FILLED OUT WITH PEN AND INK. UNIT PRICES MUST BE SHOWN IN
NUMERALS FOR EACH ITEM LISTED IN THIS PROPOSAL.

NOTICE: *ENCLOSE YOUR COMPLETED, PRINTED SCHEDULE OF BID ITEMS IN THE
SEALED ENVELOPE WITH YOUR BID DOCUMENT.**

SIGN: **CONTRACTOR'S PERFORMANCE RECORD
BUSINESS RELATIONSHIP AFFIDAVIT
NON-COLLUSION BIDDING CERTIFICATION
STATUS VERIFICATION SYSTEM AFFIDAVIT**

ALL PAPERS BOUND WITH OR STAPLED TO THIS PROPOSAL FORM ARE NECESSARY
PARTS THEREOF AND MUST NOT BE DETACHED.

THIS PROPOSAL ISSUED TO: CONTRACTOR'S ID NO.

**BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE OKLAHOMA
ATTORNEY GENERAL'S OFFICE AT TELE. NO 405-521-3921.**

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This work will be done under the 2019 Oklahoma Standard Specifications for Highway Construction.

City of Shawnee
Shawnee, Oklahoma

By: 
Assistant City Manager

SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bid Documents and Contract Documents must be signed in blue ink by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE BID DOCUMENTS

- (1) All documents shown on the "List of Documents Required for this Bid" or in the Standard Specifications, Special Provisions or Special Provisions - Technical must be completed and submitted as provided herein.
- (2) The name of the individual, Limited Liability Company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bidding Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bidding Documents must be typed or legibly printed on the line below the signature line.
- (3) All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in.
- (4) All Affidavits must be signed and notarized. The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (5) The Bid Bond must be submitted in the sealed envelope with the Bid.
- (6) The Bid Form, Affidavits and Bid Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Bidder and the words **"SEALED BID FOR KICKAPOO STREET SIDEWALK IMPROVEMENTS – MACARTHUR STREET TO I-40, CITY OF SHAWNEE"** on the envelope.

PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR BIDDING DOCUMENTS

- (1) Bids submitted by a Corporation: Bidding Documents must have the original blue ink signature of the President or Vice President of the corporation, or comply with Part I.B.(6).
- (2) Bids submitted by a Sole Proprietorship or Individual: Bidding Documents must have the original blue ink signature of the owner or individual, or comply with Part I.B.(6).
- (3) Bids submitted by a Partnership: Bidding Documents must have the original blue ink signature of a General Partner, or comply with Part I.B.(6).

- (4) Bids submitted as a Joint Venture: If two or more parties submit a joint Bid, the Bid Documents must have the original blue ink signatures of the appropriate representatives of each/all parties. Such Bidders should alter all Documents, but only to provide signature lines (name of Bidder, signature line, and name and title line) to meet this requirement, or comply with Part I.B.(6). Where notarization is required on the forms, each signature must be properly notarized.
- (5) Bids Submitted by a Limited Liability Company: Bidding Documents must have the original blue ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bidding Documents to an authorized agent. In such cases, all documents requiring signature must have the original blue ink signature of the "authorized" agent. Attached to the Bidding Documents must be the documentation required in Part II.B. (6) below.
- (7) Additional Documentation: Additional documentation of signature and authority may be required on any authority issue or Contract issue.

PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

- (1) All documents listed on the "List of Contract Documents" must be submitted within fifteen (15) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City's Project Manager/Engineer (if the Bidder shows delays in returning the contract are beyond the Bidder's control).
- (2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (3) Type or legibly print the name of the individual, Limited Liability Company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE
CONTRACT AND BONDS

- (1) Contracts submitted by a Corporation: Contract Documents must have the original blue ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) §1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original blue ink signature of the owner or individual, respectively, on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (3) Contracts submitted by a Partnership: Contract Documents must have the original blue ink signature of a General Partner on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (4) Contracts submitted by a Joint Venture: If two or more parties submit a joint Bid, the Contract Documents must be signed blue in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II.B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original blue ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original blue ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent,

must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.

- (7) Additional Documentation: Additional documentation may be required.

This space intentionally left blank.

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - ROADWAY

201(A)	CLEARING AND GRUBBING	LSUM	1.00		
202(A)	UNCLASSIFIED EXCAVATION	CY	800.00		
221(C)	TEMPORARY SILT FENCE	LF	8,000.00		
221(D)	TEMPORARY SEDIMENT FILTER	EA	20.00		
221(F)	TEMPORARY SILT DIKE	LF	200.00		
221(G)	TEMPORARY ROCK FILTER DAM TYPE 1	CY	21.00		
230(A)	SOLID SLAB SODDING	SY	4,195.00		
303(A)	AGGREGATE BASE TYPE A	CY	416.00		
414(B)	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	CY	416.00		
414(G)	P.C. CONCRETE FOR PAVEMENT	CY	187.00		
509(B)	CLASS A CONCRETE	CY	15.00		
510(A)	RETAINING WALL	SY	196.00		
609(A)	CONC. CURB (6" BARRIER-INTEGRAL)	LF	708.00		
609(A)	CONC. CURB (BARRIER-INTEGRAL)(0"-6")	LF	30.00		
609(A)	CONC. CURB (MNTBLE-INTEGRAL)(0"-6")	LF	30.00		
609(B)	2'-8" COMB. CRB. & GUT. (6" BARRIER)	LF	495.00		
610(A)	4" CONCRETE SIDEWALK	SY	4,452.00		
610(B)	6" CONCRETE DRIVEWAY	SY	1,450.65		

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
610(I)	TACTILE WARNING DEVICE-NEW	SF	684.00		
612	REMOVE AND RELOCATE LIGHT POLE	EA	2.00		
612(A)	MANHOLES ADJUST TO GRADE	EA	2.00		
612(E)	VALVE BOXES ADJUST TO GRADE	EA	1.00		
612(F)	METER BOXES ADJUST TO GRADE	EA	3.00		
616(B)	4" POLYVINYL CHLORIDE (PVC) PIPE	LF	218.00		
619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00		
629(D)	REMOVE AND RESET MAILBOX	EA	4.00		
805(D)	REMOVE AND RESET EXISTING SIGNS	EA	11.00		
619(B)	REMOVAL OF CURB	LF	1,600.00		
619(B)	REMOVAL OF SIDEWALK	SY	50.00		
SP-1	1/2" GALV. STEEL PLATE (3'-6" X 6'-0")	EA	1.00		
	SUBTOTAL - PART A ROADWAY				

PART A - TRAFFIC SIGNING AND STRIPING

855(A)	TRAFFIC STRIPE (PLASTIC)(24" WIDE)	LF	424.00		
	SUBTOTAL - PART A TRAFFIC SIGNING & STRIPING				

PART A - TRAFFIC CONTROL

880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00		
	SUBTOTAL - PART A TRAFFIC CONTROL				

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - CONSTRUCTION

106	QUALITY CONTROL AND ACCEPTANCE	LSUM	1.00		
220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00		
641	MOBILIZATION	LSUM	1.00		
642	CONSTRUCTION STAKING	LSUM	1.00		
TOTAL BID AMOUNT					

Section 32 32 23

Keystone Concrete Retaining Wall

Part 1: GENERAL

1.01 Description

- A. Work shall consist of designing, furnishing and construction of a KEYSTONE Compac III unit retaining wall system in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. No alternate wall systems will be considered.
- B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit facing system, unit drainage fill and reinforced backfill to the lines and grades shown on the construction drawings.
- C. Work includes furnishing and installing geogrid soil reinforcement of the type, size, location and lengths designated on the construction drawings.

1.02 Related Sections

- A. Section 31 00 00 – Earthwork

1.03 Reference Documents

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe
 - 2. AASHTO M 288 Geotextile Specification for Highway Applications
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM C140 Sampling and Testing Concrete Masonry Units
 - 2. ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units
 - 3. ASTM D442 Particle Size Analysis of Soils
 - 4. ASTM D698 Laboratory Compaction Characteristics of Soil – Standard Effort
 - 5. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil In Place by the Sand Cone Method
 - 6. ASTM D1557 Laboratory Compaction Characteristics of Soil – Modified Effort
 - 7. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - 8. ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - 9. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer pipe and Fittings
 - 10. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
 - 11. ASTM D4475 Horizontal Shear Strength of Pultruded Reinforced Plastic Rods
 - 12. ASTM D4476 Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
 - 13. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by Wide-Width Strip Method
 - 14. ASTM D4873 Standard Guide for Identification, Storage and Handling of Geosynthetics
 - 15. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
 - 16. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method

17. ASTM D5818 Standard Practice for Obtaining Samples of Geosynthetics from a Test Section for Assessment of Installation Damage
18. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Method
19. ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units
20. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
21. ASTM D6916 Standard Test Method for Determining the Shear Strength Between Segmental Concrete Units

C. National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

1.04 Definitions

- A. Compac III Unit – a dry-stacked concrete retaining wall unit machine made from Portland cement, water, aggregates, manufactured by a licensed manufacturer of Keystone.
- B. Structural Geogrid – a polymeric material formed by a regular network of connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock or earth and function primarily as reinforcement.
- C. Unit Drainage Fill – drainage aggregate that is placed within and immediately behind the Keystone concrete units.
- D. Reinforced Backfill – compacted soil that is placed within the reinforced soil volume as outlined on the plans.
- E. Retained Soil – the soil mass behind the reinforced backfill.
- F. Foundation Soil – the soil mass below the leveling pad and reinforced backfill.
- G. Leveling Pad – crushed stone, sand and gravel or unreinforced concrete material placed to provide a level surface for placement of the Keystone concrete units.
- H. Geosynthetic Reinforcement – polymeric material designed specifically for soil reinforcement.

1.05 Submittals and Certification

- A. Contractor shall submit a Manufacturer's certification, prior to the start of work, that the retaining wall system components meet the requirements of this specification and the structure design.
- B. Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project.

1.06 Quality Assurance

- A. Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the Compac retaining wall system has been constructed successfully. Contact names and phone numbers shall be listed for each project.

- B. Contractor shall provide evidence that the design engineer has a minimum of five years documented experience in the design of reinforced soil structures. The design engineer shall provide proof of current professional liability insurance with an aggregate coverage limit of not less than \$2,000,000.
- C. Owner shall/may provide quality assurance inspection and testing during earthwork and wall construction operations. Contractor shall provide all quality control testing and inspection not provided by the owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

1.07 Delivery Handling and Storage

- A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.
- B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

PART 2: PRODUCTS

2.01 Keystone Concrete Retaining Wall Units

- A. Compac III retaining wall units shall conform to the following architectural requirements
 - 1. Face color - concrete gray, unless otherwise specified. The Owner may specify standard manufacturers' color.
 - 2. Tri-plane or Straight Face finish - hard split in angular tri-plane or straight face configuration. Other face finishes will not be allowed without written approval of Owner.
 - 3. Bond configuration - running with bonds nominally located at midpoint in vertically adjacent units.
 - 4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.
- B. Keystone concrete units shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.
- C. Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:
 - 1. Compressive strength: ≥ 3000 psi (21 MPa).
 - 2. Absorption: ≤ 8 % for standard weight aggregates.
 - 3. Dimensional tolerances: $\pm 1/8$ " (3 mm) from nominal unit dimensions not including rough split face.
 - 4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 12" (304 mm)(D) minimum.
- D. Keystone concrete units shall conform to the following constructability requirements:
 - 1. Vertical setback: $1/8$ inch (3 mm) $\pm$ per course (near vertical) or $1\ 1/8$ inch (28 mm) + per course, per the design.
 - 2. Alignment and grid attachment mechanism - fiberglass pins, two per unit.
 - 3. Maximum horizontal gap between erected units shall be $\leq 1/2$ inch (13 mm).

2.02 Shear and Reinforcement Pin Connectors

- A. Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isophthalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:
1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum.
 2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum.
- B. Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

2.03 Base Leveling Pad Material

- A. Material shall consist of a compacted crushed stone base, sand and gravel or unreinforced concrete, as shown on the construction drawings.

2.04 Unit Drainage Fill

- A. Unit drainage fill shall consist of clean 1 inch (25 mm) minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch (25 mm)	100
3/4-inch (19mm)	75 – 100
No. 4 (4.75 mm)	0 – 10
No. 50 (300 um)	0 - 5

- B. Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. Not less than 1.3 cubic foot (0.036 m³), of drainage fill shall be used for each square foot (0.093 m²) of wall face unless otherwise specified.

2.05 Reinforced Backfill

- A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2 inch (38 mm)	100
3/4-inch (19 mm)	75 – 100
No. 40 (425 um)	0 – 60
No. 200 (75 um)	0 – 35

Plasticity Index (PI) < 15 and Liquid Limit < 40, per ASTM D4318

- B. The maximum aggregate size shall be limited to 3/4 inch (19 mm) unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.

- C. Material can be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, shall not be used in the backfill or reinforced backfill soil mass.
- D. Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval, prior to the use of any proposed reinforced backfill material.

2.06 Geogrid Soil Reinforcement

- A. Geosynthetic reinforcement shall consist of geogrids manufactured for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid shall be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking and stripping.
- B. T_a – Long Term Allowable Tensile Design Load. T_a of the geogrid material shall be determined as follows: $T_a = T_{ult}/(RF_{cr} * RF_d * RF_{id} * FS)$. T_a shall be evaluated based on a 75 year design life.
 - 1. T_{ult} – Short Term Ultimate Tensile Strength. T_{ult} shall be determined in accordance with ASTM D4595 or ASTM D6637. T_{ult} is based on the minimum average roll values (MARV).
 - 2. RF_{cr} – Reduction Factor for Long Term Tension Creep. RF_{cr} shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262. $RF_{cr} = 1.45$ minimum.
 - 3. RF_d – Reduction Factor for Durability. RF_d shall be determined from polymer specific durability testing covering the range of expected soil environments. $RF_d = 1.10$ minimum.
 - 4. RF_{id} – Reduction Factor for Installation Damage. RF_{id} shall be determined from product specific construction damage testing performed in accordance with ASTM D5818. Test results shall be provided for each product to be used with project specific or more severe soil types. $RF_{id} = 1.05$ minimum.
 - 5. FS – Overall Design Factor of Safety. FS shall be 1.5 unless noted for the maximum allowable working stress calculation.
- C. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.
- D. C_i – Coefficient of Soil Interaction. C_i values shall be determined per ASTM D6706 at a maximum 0.75 inch (19 mm) displacement.
- E. The geogrid manufacturer shall have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing shall include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

2.07 Drainage Pipe

- A. If required, drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

2.08 Geotextile Filter Fabric

- A. When required, geotextile filter fabric shall be a needle-punched nonwoven fabric that meets the requirements of AASHTO M288.

PART 3: EXECUTION

3.01 Excavation

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. The Owner or Contractors QA/QC representative shall inspect the excavation and test the foundation soils and approve prior to placement of the leveling pad material or fill soils. Any over-excavation required to remove unsuitable soils shall be oversized from the front of the leveling pad and back of the geogrid reinforcement.
- B. Over-excavation and replacement of unsuitable soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

3.02 Base Leveling Pad

- A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings to a minimum thickness of 6 inches (150 mm) and extend laterally a minimum of 6 inches in front and behind the Keystone wall unit.
- B. Soil leveling pad materials shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557.
- C. Leveling pad shall be prepared to insure full contact with the base surface of the concrete units.

3.03 Keystone Unit Installation

- A. First course of units shall be placed on the leveling pad at the appropriate line and grade. Alignment and level shall be checked in all directions and insure that all units are in full contact with the base and properly seated.
- B. Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer's recommendations.
- C. Install shear/connecting pins per manufacturer's recommendations.
- D. Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill.
- E. Maximum stacked vertical height of wall units, prior to drainage fill and backfill placement and compaction, shall not exceed three courses.

3.04 Structural Geogrid Installation

- A. Geogrid shall be installed with the highest strength direction perpendicular to the wall alignment.
- B. Geogrid reinforcement shall be placed at the strengths, lengths and elevations shown on the construction drawings, or as directed by the engineer.
- C. The geogrid shall be laid horizontally on compacted backfill and attached to the Keystone wall unit pins and within 1 inch of the face of the units. Place the next course of Keystone units over the geogrid. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.
- D. Geogrid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

3.05 Reinforced Backfill Placement

- A. Reinforced backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.
- B. Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches (150 mm) where hand operated compaction equipment is used, or 8 – 10 inches (200 to 250 mm) where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density, as needed.
- C. Reinforced backfill shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557. The moisture content of the reinforced backfill material during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum by 0 to 3 percentage points of moisture.
- D. Only hand operated compaction equipment shall be allowed within 3 feet (1 M) from the back of the Keystone concrete units.
- E. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (150 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging or displacing the Keystone units or geogrid.
- F. Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and turning shall be avoided.
- G. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

3.06 Cap Installation

- A. Prior to placement of the cap units, the upper surface of the top course of wall units shall be cleaned of soil and any other material.
- B. Cap units shall be adequately glued to the underlying wall units with an all-weather exterior construction adhesive.

3.07 As-built Construction Tolerances

- A. Vertical alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.
- B. Wall batter: within 2 degrees of design batter. Overall wall batter shall be ≥ 0 degrees.
- C. Horizontal alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.
- D. Corners and curves: ± 1 foot (300 mm) to theoretical location.
- E. Maximum horizontal gap between erected units shall be $\leq 1/2$ inch (13 mm).

3.08 Field Quality Control

- A. Quality Assurance – The owner shall/may engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction quality control testing.
- B. Quality assurance should include foundation soil inspection and testing and verification of the geotechnical design parameters and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of the construction for general compliance with the design drawings and project specifications. Quality assurance is usually best performed by the site geotechnical engineer.
- C. Quality Control – The Contractor shall engage independent inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform quality control testing and inspection services.
- D. Quality control testing shall include soil and backfill testing to verify soil types and strengths, compaction and moisture conditions and verification that the retaining wall is being constructed in accordance with the design plans and specifications.

PART 4: MEASUREMENT AND PAYMENT

CITY OF SHAWNEE
CONTRACTORS PERFORMANCE RECORD

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

Submitted by _____,

A Corporation
A Co-partnership
An Individual

Principal Office

(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

The Contractor is aware that:

“The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor’s rights, title, or interests therein without the written or electronic consent of the City Manager or his authorized representative. The Contractor shall perform at least **50 percent** of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage.”

Dated at _____, this _____ day of _____, 20____

By _____

Title of Person Signing _____

Name of Organization _____

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

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
BUSINESS RELATIONSHIPS AFFIDAVIT

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

_____, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of 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 of 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 herein above mentioned exist, affiant should so state.)

(Signature of Affiant)

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

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
NON-CONCLUSION BIDDING CERTIFICATION

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

STATE OF OKLAHOMA)
)SS
COUNTY _____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:

a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

- b. Any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
- c. 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.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor’s direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20____.

(Signature)

(Print Name)

(Position in the Company)

STATUS VERIFICATION SYSTEM AFFIDAVIT
CITY OF SHAWNEE
KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

STATE OF OKLAHOMA)

) SS:

COUNTY 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 City of Shawnee. 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: _____

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this _____, 2022, between the City of Shawnee, (hereinafter called the "City"), and _____ acting as an independent contractor (hereinafter called the "Contractor").

WITNESSETH, that for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to build and complete:

KICKAPOO ST. SIDEWALK IMPROVEMENTS -- MACARTHUR ST. TO I-40

as shown on the plans to be built at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately

in accordance with the plans on file with the City of Shawnee, Oklahoma, designated as:
SIDEWALK IMPROVEMENTS

and with the Oklahoma Standard Specifications for Highway Construction, 2019 Edition, (the "Specifications"), with the Proposal filed with the City of Shawnee on MONDAY, AUGUST 1, 2022 (the "Proposal"); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept, and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City's cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor

shall comply with the Oklahoma Workmen's Compensation Law and shall file a Certificate of Workman's Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first set forth.

Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
An Individual – A Member of the Firm – Vice-President Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 }SS.

COUNTY OF _____ }

This instrument was acknowledged before me on _____, _____

Notary Public

(SEAL)

My commission expires: _____

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

_____, of lawful age, being first duly sworn, on oath says:

- (Name & Title)

My Commission expires:

CITY OF SHAWNEE
AUTHORIZATION FOR WAIVER AND DISCLOSURE OF TAX INFORMATION

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes___ No___
2. Did you bring material from out of state into Oklahoma? Yes___ No___
3. Period of the contract: From _____ To_____
4. Have you held previous contracts with the City of Shawnee? Yes___ No___
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes____ No____

OTC Signature

Date

CITY OF SHAWNEE

CHANGE ORDERS OR ADDENDA

KICKAPOO ST. SIDEWALK IMPROVEMENTS

MACARTHUR ST. TO I-40

CITY OF SHAWNEE

If this contract is governed by the Oklahoma Public Competitive Bidding Act of 1974, then Section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 O.S. §121 states as follows:

A. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

D. If the awarding public agency does not have a governing body, the chief administrative officer of the awarding public agency shall approve change orders. The State Construction Administrator of the Construction and Properties Division of the Department of Central Services, or the administrator's designee, shall sign and execute all contracts and change orders, as they relate to state agencies.

E. If the awarding public agency has a governing body, all change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality or technology center may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

F. The governing body of the Oklahoma Tourism and Recreation Department is authorized, upon approval of a majority of all of the members of the Oklahoma Tourism and Recreation Commission, to delegate to the Director of the City to approve change

orders on a construction contract provided that the individual change order does not exceed Twenty-five Thousand Dollars (\$25,000.00) in expenditure and complies with the limits established by this section. The Director of the City shall sign and execute all contracts and change orders.

G. The City Commission may, by rule, authorize the Director of the City to approve change orders in an amount of not to exceed Five Hundred Thousand Dollars (\$500,000.00). Change orders approved by the Director shall be presented to the City Commission during the next regular meeting and the reasons therefor recorded in the permanent records. The City of Shawnee may authorize the Director of the City to approve change orders in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Change orders approved by the Director of the City shall be presented to the City during the next regular meeting and the reasons for the orders recorded in permanent records.

H. All change orders for the City shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____,

City, State, Zip Code _____,

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: KICKAPOO ST. SIDEWALK IMPROVEMENTS

MACARTHUR ST. TO I-40

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of Shawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

_____.

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____

Individual Proprietor/

Partner/Authorized Officer

SURETY

By: _____

Authorized Attorney-in-Fact or

an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this _____ day
of

_____, 20____.

Notary Public in and for the

State of _____

My Commission Expires:

[SEAL]

STATUTORY PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (_____) _____, as Principal, and

_____ a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the State of Oklahoma and the City of Shawnee, in the penal sum of not less than _____

_____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: KICKAPOO ST. SIDEWALK IMPROVEMENTS

MACARTHUR ST. TO I-40

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtedness's incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes, Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

_____.

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____

Individual/Proprietor/
Partner/Authorized Officer

SURETY

By: _____

Authorized Attorney-in-Fact or an
Authorized Officer of Surety

SUBSCRIBED before me, a Notary Public, by the Principal's representative on this ____ day
of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

MAINTENANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose
principal or home office address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone: (_____) _____, as Principal, and

_____, a corporation
organized in the State of _____, and authorized to transact a
commercial surety business in the State of Oklahoma, whose principal or home office mailing
address is:

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than

_____ (\$_____)

in lawful money of the United States of America, said sum being equal to the estimated contract
price, for the payment of which well and truly to be made, we bind ourselves and each of us, our
heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these
presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee
dated _____, 20____, for the construction or performance of:

**PROJECT: KICKAPOO ST. SIDEWALK IMPROVEMENTS—
MACARTHUR ST. TO I-40**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and timely remedy or correct all defective workmanship and materials appearing in the Project within one year from and after its acceptance by the City of Shawnee, and if the Principal shall pay or cause to be paid all those entities who furnish labor and material to correct or remedy such defects and shall otherwise hold harmless and indemnify the City of Shawnee for all costs it might incur in remedying said defects, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety agrees that no quantity overruns, changes in the work or alterations in the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and that no deviations in the plan or mode of procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an
Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this _____ day
of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

I hereby acknowledge receipt of _____
_____ dollars (\$ _____) in full payment of my contract
dated _____ for improvement work which I did for you and which is described in my
contract.

I certify that I have paid in full for all materials purchased and all labor employed in the
performance of this contract and that there are no claims against me as an employer under this contract
on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any
claims arising by virtue of this contract.

WARNING

The making of any false statement or misrepresentation herein
may be a crime punishable under Title 18 USC §1001, which
provides in part: "Whoever, in any matter within the jurisdiction
of any department or agency of the United States knowingly and
willfully... makes any false, fictitious or fraudulent statement or
entry, shall be fined no more than \$10,000 or imprisoned not
more than five years, or both."

Sincerely,

Contractor

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - IN GENERAL

1.1 BIDDING DOCUMENTS; DEFINITIONS

1.1.1 The “Bidding Documents” consist of the “Bid Documents” and the “Contract Documents”.

The “Bid Documents” consist of: Notice to Bidders; Instructions to Bidders; List of Documents Required for this Bid; Signature Requirements for Bidding Documents; Bid Package Cover Sheet; Bid Form including Bid Form with Alternates and/or Detailed or Unit Price Bid Form, if included in the documents; Non-Collusion Affidavit; Business Relationship Affidavit; any other documents listed in the List of Documents Required for this Bid; and any Addenda issued prior to the Bid Date.

The “Contract Documents” consist of: Contract; Performance Bond; Statutory Bond; Maintenance Bond; Contractor Identification Numbers; Special Provisions; Special Provisions - Technical; Drawings; Plans; Specifications; other documents provided in the Contract Documents or required to be submitted with the Contract; and all Addenda issued prior to the Bid Date. Any Amendments and/or Change Orders issued after the award of Contract shall be a part of the Contract Documents upon their approval by the City.

These Specifications, Supplemental Specifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Contract. In case of discrepancy between these Contract components, the governing ranking will be:

Dimensions

1. Project Plans

2. Calculated

3. Standard Specifications

4. Standard Plans & Details

5. Scaled

Information

1. Supplemental Conditions

2. Project Plans

3. Special Provisions

4. Standard Specifications

5. Standard Plans & Details

Oral changes received at pre-bid conferences are not binding. Changes must be reduced to writing and issued as addenda before they can be binding.

The Contractor shall not take advantage of any apparent error or omission in the Contract. If an error or omission is discovered, the Engineer shall be promptly notified so corrections and interpretations necessary to fulfill the intent of the Contract can be made. Plan notes which appear to be in conflict, or which require clarification shall be referred to the Engineer for resolution prior to commencement of work.

Additional work, equipment, materials, appurtenances and/or accessories not herein mentioned but necessary to furnish a complete project, ready for use upon completion, shall be included in the bid.

The project shall conform to generally recognized standards of quality of materials and workmanship, subject to the bid specifications in full, and in compliance with any and all applicable federal and state safety regulations and requirements.

The completion schedule, as set forth on the bid proposal, is of vital importance and may be a governing factor in the awarding of the bid

The city may make such investigation as deemed necessary to determine the ability of the bidder to complete the project and provide any warranty repairs that might be needed. The bidder shall furnish all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or the investigation of, such a bidder fails to satisfy the city that the bidder is properly qualified and able to carry out the obligations of the contract and to complete the project contemplated therein.

Each bidder must inform themselves fully of the conditions relating to the completion of the project described in the specifications. Failure to do so will not relieve the successful bidder of the obligation to complete the project or otherwise carry out the provisions of their contract.

Insofar as possible, the contractor, in completing the project, must employ such methods necessary to prevent any interruption of, or interference with, the work of any other contractor.

- 1.1.2 "Addenda" are written or graphic instruments issued by the Engineer prior to the Bid date, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.1.3 "Bid" is a complete and properly signed proposal to do the Work for the sums stated therein, submitted in accordance with the Bidding Documents. A submission shall not be considered a Bid if it is untimely.
- 1.1.4 The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

- 1.1.5 An "Alternate Bid (or Alternate)" is an amount stated in the Bid in lieu of the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.1.6 An "Additive Alternate Bid" is an amount stated in the bid to be added to the Base Bid or Alternate Bid if the owner chooses to award Additive Alternate.
- 1.1.7 A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.1.9 The "Bid Date" and "Bid Time" are the date and time for the receipt of Bids as provided in the Notice to Bidders.
- 1.1.10 The "Engineer" is that person or firm under contract with the City or other contracting entity to prepare the plans and specifications for and observe or otherwise act on the City's behalf during the construction of the Work.
- 1.1.11 The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid bond equal to five percent (5%) of the Bid or of an irrevocable letter of credit in the amount of five percent (5%) of the Bid and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. (61 Okla. Stat. 1991, §107) The calculation of the amount of the Bid Security shall be as provided in Section 4.2.1 of these Instructions to Bidders.
- 1.1.12 "Completed" shall mean that the Work shall have been constructed in accordance with the plans and specifications and other Bidding Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the City.
- 1.1.13 "Acceptance" shall mean the formal recorded acceptance of the project by the City of Stillwater.

1.2 CONFIDENTIALITY

- 1.2.1 No Bidder shall divulge the sealed contents of a Bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said Bid, until after the sealed Bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Bidder with the City based upon such Bid.

1.3 SALES TAX

- 1.3.1 Title 68 Oklahoma Statutes (1991) Section 1356 (I) exempts sales to municipalities and their contractors from sales taxes on the sale of "tangible personal property or services." All Bids made for City projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date. The City shall not pay any sales tax and shall not reimburse the Contractor for any tax on purchases by the Contractor except as included in the unit price. No change orders or amendments shall be approved for reimbursement of sales tax or changes in sales tax. A change in sales tax shall not be deemed a change in conditions of the Contract.
- 1.3.2 Any interpretation of or procedure for the sales tax exemption must be sought from the Oklahoma Tax Commission or the Bidder's legal counsel.

1.4 CONTRACT

- 1.4.1 The awarding of a Contract upon a successful Bid shall give the Bidder no right to action or claim against the City upon such Contract until the same shall have been reduced to writing and duly signed by the contracting parties

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

- 2.1.1 The Bidder has read carefully and understands the Bidding Documents and has visited the site and become familiar with local conditions under which the work is to be performed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion and has correlated the Bidder's personal observations with the requirements of the Bidding Documents and the Bid is made in accordance therewith.
- 2.1.2 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the work for which the Bid is submitted and for other portions of the work, if any, being Bid concurrently or presently under construction.
- 2.1.3 The Bid is based upon the materials, equipment, systems or services required by the Bidding Documents without exception.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

- 3.1.1 Bidders may obtain complete Bidding Documents from the Olsson office or the Shawnee City Hall (City Clerk's Office), or as designated in the Notice to Bidders, for the fee stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the City nor the consulting architect or consulting engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the plans with the specifications, Bid Form and other Bidding Documents. The Bidder shall compare the project to be Bid with other work being Bid concurrently or presently under construction to the extent that it relates to the work for which the Bid is submitted. The Bidder shall examine the site and local conditions. The Bidder shall at once report to the Engineer any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the Bidding Documents must be made to the City and to any consulting architect or consulting engineer.
- 3.2.2 Addendum Required. The Bidding Documents represent all the information the City will provide. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by addendum. Such addenda shall be issued by the Engineer and shall have been recommended and approved or ratified by the City. Interpretations and/or changes made in any other manner will not be binding upon the City and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.2 Pre-Bid Consideration; Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the Engineer within seven (7) days prior to the Bid date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution

would require, shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer.

- 3.3.3 If a proposed substitution is approved prior to Bid date, such approval will be set forth in an addendum issued by the Engineer and approved by the City. Bidders shall not rely upon approvals made in any other manner.
- 3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a Bid on a substitution not approved by pre-Bid addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

3.4 ADDENDA DELIVERY AND RECEIPT

- 3.4.1 The City may issue addenda as may be necessary in the best interest of the City. Addenda may amend the date and/or time for receipt of Bids or any specification, item, document or requirement in the Bidding Documents. Addenda will be mailed, faxed, or delivered only to those potential Bidders who have signed the Bidding Document Receipt List for the project, which is maintained in the Transportation Department.
- 3.4.2 Copies of addenda will be made available for inspection at the Olsson office or the Shawnee City Hall (City Clerk's Office).
- 3.4.3 The following shall be considered proof that Bidder received an addendum:
 - a) Mailed Addendum: The Bidder's signature or Bidder's representative's signature on the Certified Mail Return Receipt.
 - b) Hand Delivered or Picked-Up Addendum: The Bidder's or Bidder's representative's signature on the Addendum Received Signature List.
 - c) Faxed Addendum: The City's or the Engineer's Fax Confirmation Sheet.

It shall be the obligation of the Bidder to ascertain from the Transportation Department, within two working days prior to the Bid date, whether Bidder has received all addenda.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on the Bid Form(s) in the Bidding Documents or photocopies thereof.
- 4.1.2 All forms must be signed and all affidavits sworn to and notarized. All blanks on the Bid Forms and affidavits shall be filled in by typewriter or legibly printed in Blue ink.

- 4.1.3 All prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of any discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Where a detailed or unit price Bid Form for the submission of unit prices is provided in the Bidding Documents, the Bidder will complete the detailed Bid Form and then enter the total amount of the Bid on the Bid Form and the total amount shall be based upon the unit prices. In cases of conflict between words and numerals, the words shall govern. In cases of conflict between the amount on the Bid Form and the amount on the detailed Bid Form, the amount on the detailed Bid Form will govern.
- Instructions and an example of a properly completed detailed Bid Form are provided in the attachment titled "Instructions for the Completion of the Detailed Bid Form".
- Unless otherwise provided in the special provisions, where unit prices are bid, partial payments and final claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the work will require a Contract amendment, which will be based on the unit prices bid.
- 4.1.5 Bidders are **required** to provide bid amounts for all Project Schedules. Bidders are requested to submit bids for base and/or alternate bid.
- 4.1.6 Erasures and/or corrections must be initialed by the signer of the Bid. A Bid with erasures and/or corrections, which are not initialed shall be considered to be irregular.
- 4.1.7 Each and every required document must be submitted with the Bid and must be signed in ink by the person with the authority to so execute the document and must be properly attested to or witnessed in accordance with the "Signature Requirements for Bid Documents."

4.2 BID SECURITY

- 4.2.1 Each Bid shall be accompanied by a Bid Security, in the form of a cashier's check, a certified check, or a surety bond, in the amount of five percent (5%) of the amount of the Bid. For the purposes of this section, Bid shall mean the highest combination of the bid submitted for Schedule 1 and Schedule 2(base or alternate bid). The Bid Security is a pledge that the Bidder will enter into a Contract with the City on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds as required and/or the required certificates of insurance and other required documents, the amount of the Bid Security shall be forfeited to the City as liquidated damages, not as a penalty.
- 4.2.2 The City has the right to retain the Bid securities of Bidders until either (a) the Contract and bonds and other required documents have been executed or submitted by the

successful Bidder, or (b) the specified time to award Bids has elapsed so that Bids may be withdrawn in accordance with State law, or (c) all Bids have been rejected, or (d) another Bidder has been determined to be the successful Bidder.

4.3 SUBMISSION OF BIDS

- 4.3.1 One original and one copy of the Bid Form and affidavits, the Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City Clerk of Stillwater and shall be marked **“SEALED BID FOR KICKAPOO STREET SIDEWALK IMPROVEMENT – MACARTHUR STREET TO I-40, CITY OF SHAWNEE”** and shall state the Bidder's name and address and, if applicable, the designated portion of the work for which the Bid is submitted.

If the Bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

- 4.3.2 All Bids timely received shall be considered by the City prior to a Contract being awarded. Bids shall be deposited at the Office of the City Clerk, 16 W. 9TH St. Shawnee, OK 74802, not more than 96 hours, excluding Saturdays, Sundays, and holidays, prior to the Bid date and Bid time. All Bids received before more than 96 hours before the Bid date and Bid time, as well as Bids received after the time set for opening of Bids, will not be considered and will be returned unopened. Bids must be received by the Bid date and Bid time. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.3.3 The Bidder shall assume full responsibility for timely delivery of the Bid to the designated location.
- 4.3.4 Oral, telephonic, faxed, or telegraphic submissions are invalid Bids and will not receive consideration.
- 4.3.5 The Bid affidavits must be properly completed, signed, sworn to, and notarized and submitted with the Bid on the forms provided in the Bidding Documents, or photocopies thereof, and in the sealed envelope.

The required affidavits are:

1. Non-Collusion Affidavit
2. Business Relationship Affidavit
3. Such other Affidavits as may be required by law

4.4 BID WITHDRAWAL OR MODIFICATION

- 4.4.1 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bidder may alter or withdraw his bid within the time set forth in the Notice to Bidders after opening thereof.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS; TIME FOR CONSIDERATION

- 5.1.1 Bids properly submitted and timely received will be opened publicly and will be read aloud in the presence of the City Clerk or their designees at the time stated in the Notice to Bidders. Opened Bids will remain on file in the Office of the City Clerk for at least forty-eight (48) hours before a Contract is entered into. A tabulation of Bid information may be made available to the Bidders within a reasonable time.
- 5.1.2 The award of Contract shall be made within thirty (30) days after the opening of Bids unless the City, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, or unless otherwise specifically stated in the Bidding Documents. The extension shall be for no more than fifteen (15) days where only state and local funds are involved or for no more than ninety (90) days where federal funds are involved.
- 5.1.3 At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications, and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.
- 5.1.4 All bids will be referred to City Staff for evaluation.

5.2 REJECTION OF BIDS

- 5.2.1 The Bids will be considered by the City Commission. The City shall have the right to reject any or all Bids. The City reserves the right to waive immaterial defects and irregularities.
- 5.2.2 Conditional bids will not be accepted. A conditional bid is one containing exceptions to or deviations from the specifications or other part of the bid package. If a bidder cannot meet any requirement it shall be addressed as required in section 5 below. Exceptions to the bid specifications shall be grounds for rejecting a bid.

5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 5.3.1 It is the intent of the City to award a Contract to the lowest and best Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the Engineer's estimate or the funds available. The City shall have the right to waive immaterial defects or irregularities in a Bid received and to accept the Bid, which, in the City's judgment, is in its own best interest.
- 5.3.2 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest and best Bidder on the basis of the sum of the base bid or alternate bid for each schedule. The City may award single contract for Schedule 1, Schedule 2, or Schedule 3 or any combination of Schedules that does not exceed the Engineer's estimate or the funds available.
- 5.3.3 The city shall award bids under the competitive sealed bidding procedures outlined in the City of Shawnee's Purchasing Manual. Bids will be awarded on the basis of lowest responsible bid. Factors to be used in determining the lowest responsible bidder include, but are not limited to:
- a) The ability, capacity and skill of the bidder to perform the contract or provide the service as per specifications;
 - b) Whether the bidder can perform the contract or service promptly or within the time specified;
 - c) Character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d) Quality of performance of previous contracts or services by the bidder;
 - e) Previous and existing compliance by the bidder with laws and ordinances relating to contracts and services;
 - f) Sufficiency of the bidder's financial resources and ability to perform the contract or service;
 - g) Quality, availability, and adaptability of the supplies or contractual services to the use required;
 - h) Ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i) Number and scope of conditions attached to the bid;

- j) Price; and
- k) Location of bidder.

When a bid is submitted to the City of Shawnee, opened, evaluated and subsequently accepted by the City Commission and a contract and/or purchase order established, the bid becomes a binding and legal contract between the City of Stillwater and the vendor. Additionally, no changes, additions or deletions will be allowed after the bid is opened. The terms as submitted in the vendor's bid shall be binding.

For projects in excess of \$25,000, the successful bidder shall file a performance bond, statutory bond, certificate of insurance, and maintenance bond at the time of signing the contract.

Payment will be made upon completion of the project. In the event that a project is scheduled to last beyond 30 days, progressive payments for completed work will be accepted for payment. If progressive payments are utilized, retainage will be withheld as provided for in the City of Shawnee Purchasing Manual.

- 5.3.4 Should a Bidder who is awarded a Contract upon a Bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the City Commission reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best Bidder.

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

- 6.1.1 The City's Project Manager/Engineer will provide the successful Bidder (Contractor) three (3) complete sets of the project Contract Documents (Contracts, bond forms, insurance certificates, Contractor Identification Number form, etc.). The Contractor will execute all three (3) sets of the Contract Documents with original signatures on each, and return the Contract Documents and executed insurance certificates to the City's Project Manager/Engineer within fifteen (15) calendar days following notification of award or intent to award Contract, unless that time is extended by the City. Prior to the project Bid opening date, all Bidders should make arrangements with their respective insurance and bonding company(s) to complete (or be prepared to immediately complete) all required insurance and bond documents in the event of selection as lowest and best Bidder for the project and in order to meet the fifteen (15) calendar day Contract document return deadline.
- 6.1.2 The Contractor shall at its own cost provide the following bonds on the forms, or photocopies thereof, provided. The properly executed bonds shall be provided by the successful Bidder with the Contract within fifteen (15) calendar days following the City's

notification of its intent to award Contract, unless additional time is granted by the City. No work order shall be issued until the required Contract, bonds and insurance have been obtained by the Contractor, provided to the City's Project Manager/Engineer, and approved by the City. The bonds are: Performance Bond, Statutory Bond and Maintenance Bond. The bonds are generally described as follows:

- a) Performance Bond, which guarantees completion of the project intended in the Bidding Documents and the Contractor's full and faithful execution of the work and performance of the Contract and for the protection of the City and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the work or the use of inferior, non-compliant defective materials or equipment. The Performance Bond shall be made in favor of the City of Shawnee.
- b) Statutory Bond, which guarantees the Contractor will make payment for all labor, materials and equipment used in or for the project and/or for the performance or provision of the work. The Statutory Bond shall be made in favor of the State of Oklahoma.
- c) Maintenance Bond, which guarantees the maintenance in good condition of the workmanship and materials and the operation of the project as intended in the Bidding Documents for a specified period after the completion and acceptance of the project by the City. The term of the Maintenance Bond is provided in the Special Provisions of the Bidding Documents. For the first year of the term, the Maintenance Bond will be in the amount equal to one hundred percent (100%) of the Contract amount and for each additional year remaining in an amount equal to fifteen percent (15%) of the Contract amount. Unless otherwise provided in the Special Provisions, the term of the Maintenance Bond shall be as follows:

- 1 Year: Street resurfacing and sidewalk projects
- 2 Years: All buildings, park projects and traffic control projects. All water, sanitary sewer and storm drainage projects, except, however, those portions of water, sanitary sewer and storm drainage projects which are placed under streets shall have maintenance bonds of five (5) years.
- 5 years: All streets, bridges and all portions of water, sanitary sewer and storm drainage projects which are placed under streets and all roofing.

The Maintenance Bond shall be made in favor of the City of Shawnee.

6.1.3 The cost of such bonds shall be included in the amount of the Bid.

6.1.4 The City may, by formal action, reject/not accept any bond if the surety issuing the bond is: (1) now in default or delinquent on any demand on any bond; (2) is an adverse party to the City of Shawnee or any of its participating public trusts in any litigation involving bonds issued in favor of the City of Shawnee or any of its participating public trusts; or, (3) is not licensed or otherwise permitted to do business in the State of Oklahoma.

6.1.5 The successful Bidder must provide certificates of insurance in the forms and amounts required in the Special Provisions.

6.2 TIME OF DELIVERY CONTRACTS, BONDS AND INSURANCE

6.2.1 The Bidder shall deliver the required Contract and bonds, together with the certificates of insurance as required in the Special Provisions, to the City's Project Manager/Engineer no later than fifteen (15) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City.

6.2.2 The date blanks on the Bonds shall be left blank. The dates will be inserted by the City upon approval of the Contract and Bonds by the City Commission.

6.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

The provisions for the competitive bidding of City projects and the form of and requirements for the Bidding Documents are governed by the Charter and Ordinances of the City of Shawnee, the Oklahoma Competitive Bidding Act, the City of Shawnee's Purchasing Manual and other adopted policies of the City Commission.

Olsson, Inc.
11600 Broadway Extension, Suite 300
Oklahoma City, OK 73114
July 20, 2022

ADDENDUM NO. 1

KICKAPOO STREET SIDEWALK IMPROVEMENTS - MACARTHUR STREET TO I-40
Shawnee, Oklahoma

BID DATE: August 1, 2022 at 4:00 p.m.

Questcdn No. 8236890

City Project Number 708-0810-04

Olsson Project No. 021-00436

TO ALL WHO HAVE RECEIVED PLANS AND SPECIFICATIONS FOR THE REFERENCED PROJECT.

Please Note: Prospective bidders must obtain a copy of the project manual and project drawings from either www.questcdn.com or Olsson at the address identified within the Notice to Bidders. Any other sources utilized will not be acceptable for consideration.

1. Refer to Cover Sheet, Page 2 of the Contract Documents

Delete this sheet in its entirety.

Replace with attached Cover Sheet, Page 2.

2. Refer to Bid Schedule, Pages C1-C3

Delete this section in its entirety.

Replace with attached Bid Schedule, Pages C1-C3.

3. Refer to Plan Sheet 4 of 45 - Pay Quantities and Notes

Delete this sheet in its entirety.

Replace with the attached Pay Quantities and Notes sheet.

Note (012) has been tied to the Pay Item 610(A) 4" CONCRETE SIDEWALK.

Each Bidder must acknowledge receipt of all addenda in the space provided on the Proposal Form.

CITY OF SHAWNEE

16 West 9th Street SHAWNEE, OK 74801-6812

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS WILL BE OPENED AT THE CITY COMMISSION MEETING AT 6:00 P.M. ON
MONDAY, AUGUST 1, 2022, AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL THE 4:00 P.M. ON MONDAY, AUGUST 1, 2022
AT THE LOCATION STATED IN THE NOTICE TO CONTRACTORS

CITY: SHAWNEE
COUNTY: POTTAWATOMIE
DESCRIPTION: SIDEWALK IMPROVEMENTS
LOCATION: KICKAPOO ST. -- MACARTHUR ST. TO I-40

AMOUNT OF CONTRACT GUARANTEE: FIVE PERCENT (5%) OF THE BID.

RATES FOR LIQUIDATED DAMAGES FOR THIS PROJECT WILL BE \$1,000.00 PER CALENDAR DAY.

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 180 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00%

NOTE: PROPOSAL SHOULD BE FILLED OUT WITH PEN AND INK. UNIT PRICES MUST BE SHOWN IN
NUMERALS FOR EACH ITEM LISTED IN THIS PROPOSAL.

NOTICE: *ENCLOSE YOUR COMPLETED, PRINTED SCHEDULE OF BID ITEMS IN THE
SEALED ENVELOPE WITH YOUR BID DOCUMENT.**

SIGN: **CONTRACTOR'S PERFORMANCE RECORD
BUSINESS RELATIONSHIP AFFIDAVIT
NON-COLLUSION BIDDING CERTIFICATION
STATUS VERIFICATION SYSTEM AFFIDAVIT**

ALL PAPERS BOUND WITH OR STAPLED TO THIS PROPOSAL FORM ARE NECESSARY
PARTS THEREOF AND MUST NOT BE DETACHED.

THIS PROPOSAL ISSUED TO: CONTRACTOR'S ID NO.

**BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE OKLAHOMA
ATTORNEY GENERAL'S OFFICE AT TELE. NO 405-521-3921.**

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

07/20/2022 ADDENDUM NO. 1

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - ROADWAY

201(A)	CLEARING AND GRUBBING	LSUM	1.00		
202(A)	UNCLASSIFIED EXCAVATION	CY	800.00		
221(C)	TEMPORARY SILT FENCE	LF	8,000.00		
221(D)	TEMPORARY SEDIMENT FILTER	EA	20.00		
221(F)	TEMPORARY SILT DIKE	LF	200.00		
221(G)	TEMPORARY ROCK FILTER DAM TYPE 1	CY	21.00		
230(A)	SOLID SLAB SODDING	SY	4,195.00		
303(A)	AGGREGATE BASE TYPE A	CY	416.00		
414(B)	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	CY	1,108.00		
414(G)	P.C. CONCRETE FOR PAVEMENT	CY	187.00		
509(B)	CLASS A CONCRETE	CY	15.00		
510(A)	RETAINING WALL	SY	196.00		
609(A)	CONC. CURB (6" BARRIER-INTEGRAL)	LF	708.00		
609(A)	CONC. CURB (BARRIER-INTEGRAL)(0"-6")	LF	30.00		
609(A)	CONC. CURB (MNTBLE-INTEGRAL)(0"-6")	LF	30.00		
609(B)	2'-8" COMB. CRB. & GUT. (6" BARRIER)	LF	495.00		
610(A)	4" CONCRETE SIDEWALK	SY	4,452.00		
610(B)	6" CONCRETE DRIVEWAY	SY	1,450.65		

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

07/20/2022 ADDENDUM NO. 1

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
610(I)	TACTILE WARNING DEVICE-NEW	SF	684.00		
612	REMOVE AND RELOCATE LIGHT POLE	EA	2.00		
612(A)	MANHOLES ADJUST TO GRADE	EA	2.00		
612(E)	VALVE BOXES ADJUST TO GRADE	EA	1.00		
612(F)	METER BOXES ADJUST TO GRADE	EA	3.00		
616(B)	4" POLYVINYL CHLORIDE (PVC) PIPE	LF	218.00		
619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00		
629(D)	REMOVE AND RESET MAILBOX	EA	4.00		
805(D)	REMOVE AND RESET EXISTING SIGNS	EA	11.00		
619(B)	REMOVAL OF CURB	LF	1,600.00		
619(B)	REMOVAL OF SIDEWALK	SY	50.00		
SP-1	1/2" GALV. STEEL PLATE (3'-6" X 6'-0")	EA	1.00		
	SUBTOTAL - PART A ROADWAY				

PART A - TRAFFIC SIGNING AND STRIPING

855(A)	TRAFFIC STRIPE (PLASTIC)(24" WIDE)	LF	424.00		
	SUBTOTAL - PART A TRAFFIC SIGNING & STRIPING				

PART A - TRAFFIC CONTROL

880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00		
	SUBTOTAL - PART A TRAFFIC CONTROL				

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

07/20/2022 ADDENDUM NO. 1

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - CONSTRUCTION

106	QUALITY CONTROL AND ACCEPTANCE	LSUM	1.00		
220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00		
641	MOBILIZATION	LSUM	1.00		
642	CONSTRUCTION STAKING	LSUM	1.00		
				TOTAL BID AMOUNT	

GENERAL NOTES

- (G-1) IN ACCORDANCE WITH THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.
- (G-2) THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.
- (G-3) MAINTENANCE OF THROUGH TRAFFIC INCLUDES THE MAINTENANCE OF THE EXISTING ROAD IN CLOSE PROXIMITY TO THE NEW CONSTRUCTION AS SHOWN ON THE PLANS.
- (G-6) ALL TREES, BRUSH, AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER SHALL BE CLEANED OUT TO THE RIGHT-OF-WAY LINE, AT EACH STRUCTURE AND BRIDGE, IN A MANNER APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (G-11) THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.
- (G-13) THE CONTRACTOR SHALL KEEP THE OPEN TRENCH DRAINED. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (G-23) AREAS ON WHICH SALVAGED TOPSOIL IS TO BE REPLACED SHALL HAVE 18-46-0 FERTILIZER APPLIED, AT THE RATE OF 150 POUNDS PER ACRE, JUST PRIOR TO THE REPLACEMENT OF SALVAGED TOPSOIL.
- (G-27) 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.
- (G-32) THE ENGINEER SHALL CHECK GRADES AT RAMP TERMINALS, AND MAKE ANY ADJUSTMENTS OF THE GRADES AND SUPERELEVATIONS, WHICH ARE REQUIRED TO OBTAIN SMOOTH PROFILES FOR BOTH EDGES OF THE RAMP PAVEMENT. CROSS SLOPE BREAKOVER SHALL NOT EXCEED 5% (FIVE PERCENT).
- (G-35) ONLY THE SILICONE SEALANT OPTIONS, FROM STANDARD LECS-5, WILL BE ALLOWED ON THIS PROJECT.
- (G-38) PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.
- (G-40) ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, PATHS, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS WILL COMPLY WITH PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), PUBLISHED JULY 26, 2011. WHERE SPECIAL LIMITATIONS OF EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR WILL NOT PROCEED WITH ANY OF THE WORK, WHICH IS NOT IN FULL COMPLIANCE WITH PROWAG, WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF PROWAG FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- (G-41) THE CROSS SLOPE FOR PATHS, SIDEWALKS, AND RAMPS WITHIN THE LIMITS OF AN ACCESSIBLE ROUTE WILL NOT EXCEED 1:50 OR 2%.
- (G-42) RAMP LONGITUDINAL SLOPES WILL NOT EXCEED 1:12 OR 8.33%.
- (G-43) THE CONTINUOUS PATH'S CROSS SLOPE WILL NOT EXCEED 2% THROUGH DRIVEWAYS. SEE DRIVEWAY DETAIL ON ODOT ROADWAY STANDARD WCR-4 AND SPECIAL DRIVEWAY DETAILS.
- (G-44) SIDEWALK AND RAMP LOCATIONS HAVE BEEN DEPICTED WITHOUT KNOWLEDGE OF ULTIMATE UTILITY STRUCTURE LOCATIONS. LOCATIONS WILL BE ADJUSTED TO AVOID ABOVE GRADE UTILITY STRUCTURES SUCH AS UTILITY POLES, RISERS, GUY ANCHORS, AND OTHER ABOVE GRADE APPURTENANCES. NO SUCH STRUCTURES WILL BE ALLOWED WITH THE PEDESTRIAN ACCESS ROUTE AS DEFINED BY PROWAG.

PAY ITEMS					
PAY ITEM NO.	ODOT ITEM NO.	ITEM DESCRIPTION	NOTES	UNIT	QUANTITY
1	106	QUALITY CONTROL AND ACCEPTANCE		LSUM	1.00
2	201(A)	CLEARING AND GRUBBING		LSUM	1.00
3	202(A)	UNCLASSIFIED EXCAVATION	(R-1)(R-2)	CY	800.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT		LSUM	1.00
5	221(C)	TEMPORARY SILT FENCE	(001)	LF	8,000.00
6	221(D)	TEMPORARY SEDIMENT FILTER	(001)	EA	20.00
7	221(F)	TEMPORARY SILT DIKE	(001)	LF	200.00
8	221(G)	TEMPORARY ROCK FILTER DAM TYPE 1	(001)	CY	21.00
9	230(A)	SOLID SLAB SODDING	(R-6)(R-7)	SY	4,195.00
10	303(A)	AGGREGATE BASE TYPE A		CY	416.00
11	414(B)	DOWEL JOINTED P.C.C. PAVT.(PLACEMENT)		SY	1,008.00
12	414(G)	P.C. CONCRETE FOR PAVEMENT		CY	187.00
13	509(B)	CLASS A CONCRETE	(002)	CY	15.00
14	510(A)	RETAINING WALL	(004)	SY	196.00
15	609(A)	CONC. CURB (6" BARRIER-INTEGRAL)		LF	708.00
16	609(A)	CONC. CURB (BARRIER-INTEGRAL)(0"-6")		LF	30.00
17	609(A)	CONC. CURB (MNTBLE-INTEGRAL)(0"-6")		LF	30.00
18	609(B)	2'-8" COMB. CRB. & GUT. (6" BARRIER)	(005)	LF	495.00
19	610(A)	4" CONCRETE SIDEWALK	(012)	SY	4,452.00
20	610(B)	6" CONCRETE DRIVEWAY	(003)	SY	1,450.65
21	610(I)	TACTILE WARNING DEVICE-NEW		SF	684.00
22	612	REMOVE AND RELOCATE LIGHT POLE	(011)	EA	2.00
23	612(A)	MANHOLES ADJUST TO GRADE		EA	1.00
24	612(E)	VALVE BOXES ADJUST TO GRADE		EA	1.00
25	612(F)	METER BOXES ADJUST TO GRADE		EA	3.00
26	616(B)	4" POLYVINYL CHLORIDE (PVC) PIPE	(007)	LF	218.00
27	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-37)(R-38)	LSUM	1.00
28	629(D)	REMOVE AND RESET MAILBOX	(006)	EA	4.00
29	641	MOBILIZATION		LSUM	1.00
30	642	CONSTRUCTION STAKING		LSUM	1.00
31	805(D)	REMOVE & RESET EXISTING SIGNS		EA	11.00
32	619(B)	REMOVAL OF CURB	(R-1)(R-38)	LF	1,600.00
33	619(B)	REMOVAL OF SIDEWALK	(R-1)(R-38)	SY	50.00
34	SP-1	1/2" GALV. STEEL PLATE (3'-6" x 6'-0")	(008)	EA	1.00
35	855(A)	TRAFFIC STRIPE (PLASTIC)(24" WIDE)	(009)	LF	424.00
36	880(J)	CONSTRUCTION TRAFFIC CONTROL	(010)	LSUM	1.00

PAY QUANTITY NOTES (ROADWAY)

- (R-1) PAYMENT FOR THIS ITEM WILL BE BASED ON PLAN QUANTITY ONLY. SEE SECTION 109.01B OF THE STANDARD SPECIFICATIONS.
- (R-2) ESTIMATED QUANTITY ONLY. TO BE USED IN A MANNER APPROVED BY THE ENGINEER, FOR MISCELLANEOUS GRADING.
- (R-6) FOR SOLID SLAB SOD PRICE BID TO INCLUDE COST OF 10-20-10 FERTILIZER, ESTIMATED AT 200 POUNDS PER 1,000 SQUARE YARDS.
- (R-7) FOR SOLID SLAB SOD PRICE BID TO INCLUDE COST OF WATERING, ESTIMATED AT 50 GALLONS PER SQUARE YARD.
- (R-37) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.
- (R-38) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- (001) PRICE BID TO INCLUDE REMOVAL OF SEDIMENT. SEDIMENT IS TO BE REMOVED WHEN DEVICE IS HALF FULL OR AS DIRECTED BY THE ENGINEER.
- (002) QUANTITY INCLUDES 10.00 C.Y. TO BE USED AT DISCRETION OF AND AS DIRECTED BY THE ENGINEER.
- (003) PRICE BID INCLUDES REMOVAL OF EXISTING DRIVEWAY PAVEMENT.
- (004) ALL WORK AND MATERIALS (INCLUDING PERFORATED PIPE) INCLUDED IN PRICE BID.
- (005) QUANTITY INCLUDES 495.00 L.F. TO BE USED FOR DRIVE CLOSURES.
- (006) MAILBOX IS TO REMAIN IN SERVICE THROUGHOUT CONSTRUCTION. REMOVE AND RESET MAILBOX SHALL BE PERFORMED IN THE SAME DAY.
- (007) INCLUDES AN ESTIMATED 218 L.F. PVC NON PERFORATED WALL OUTFALL PIPE.
- (008) PRICE BID TO INCLUDE STEEL ANCHORS AND NON-SLIP SURFACE TREATMENT.
- (009) PRICE BID TO INCLUDE 24" SOLID WHITE CONTINENTAL CROSSWALK LINES AND 24" SOLID WHITE STOP LINE STRIPING FOR ALL CITY STREETS ACCORDING TO ODOT STD PM1-1-03.
- (010) CONTRACTOR SHALL INSTALL TRAFFIC CONTROL IN CONFORMANCE WITH ODOT STANDARDS AND WITH THE MUTCD - CURRENT EDITION. CONTRACTOR TO PROVIDE PRIOR NOTICE TO THE ENGINEER REGARDING ANY WORK AFFECTING DRIVEWAYS AND/OR STREETS, INCLUDING PROPOSED DURATIONS OF ANY PARTIAL CLOSURES. PARTIAL CLOSURES OF DRIVEWAYS/STREET RETURNS SHALL BE LIMITED TO A TOTAL OF 21 CALENDAR DAYS AT EACH LOCATION. CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS AND STREETS THROUGHOUT CONSTRUCTION.
- DRUMS OR CHANNELIZER CONES SHALL BE USED ALONG THE EDGE OF ACTIVE WORK AREAS AT A MINIMUM SPACING OF 25' C/C. CONTRACTOR IS RESPONSIBLE FOR ADVANCE TRAFFIC CONTROL SIGNING.
- NO LANE CLOSURES SHALL BE PERMITTED ON KICKAPOO STREET WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER. TEMPORARY NARROWING OF LANES ON KICKAPOO STREET WILL BE ALLOWED WITH MINIMUM LANE WIDTHS OF 10'-6" REQUIRED THROUGHOUT CONSTRUCTION.
- (011) PRICE BID SHALL INCLUDE COST OF REMOVAL OF OLD FOOTING AND CONSTRUCTION OF NEW REINFORCED CONCRETE FOOTING ALONG WITH ALL CONDUIT AND WIRING NECESSARY TO CONNECT TO THE NEW LIGHT POLE.
- (012) INCLUDES 271.35 S.Y. DECORATIVE STAMPED CONCRETE. STAMPED CONCRETE PATTERN SHALL CLOSELY RESEMBLE RUNNING BOND BRICK PATTERN WITH BRICK DIMENSIONS OF 16" LONG BY 8" WIDE. CONCRETE COLOR SHALL BE BOMANITE FRANCISCAN RED OR APPROVED EQUAL. CONCRETE COLOR SHALL BE ACHIEVED THROUGH USE OF PIGMENTS; RED COLORED STAINS OR SEALANTS ARE NOT TO BE USED.

Plan Holder's List			
CITY OF SHAWNEE - KICKAPOO STREET SIDEWALK PROJECT			
1	Rudy Construction	405-478-9900	Phil Pratt info@rudyconstruction.com
2	Ellsworth Construction	405-406-1964	kallred@ellsworthinc.com
3	EMC Services LLC	405-605-8131	Kaitlin Alba emcservicesllc16@gmail.com
4	MTZ Construction	405-651-3360	David Vaughn mtzconstruction2012@hotmail.com
5	CP Integrated	405-627-7280	Jay Hughes jhughes@cpiokc.com

Regular Board of Commissioners

9. a.

Meeting Date: 08/01/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Kickapoo Avenue Widening – Status Report – Seth Barkhimer, City Engineer

Attachments

Presentation

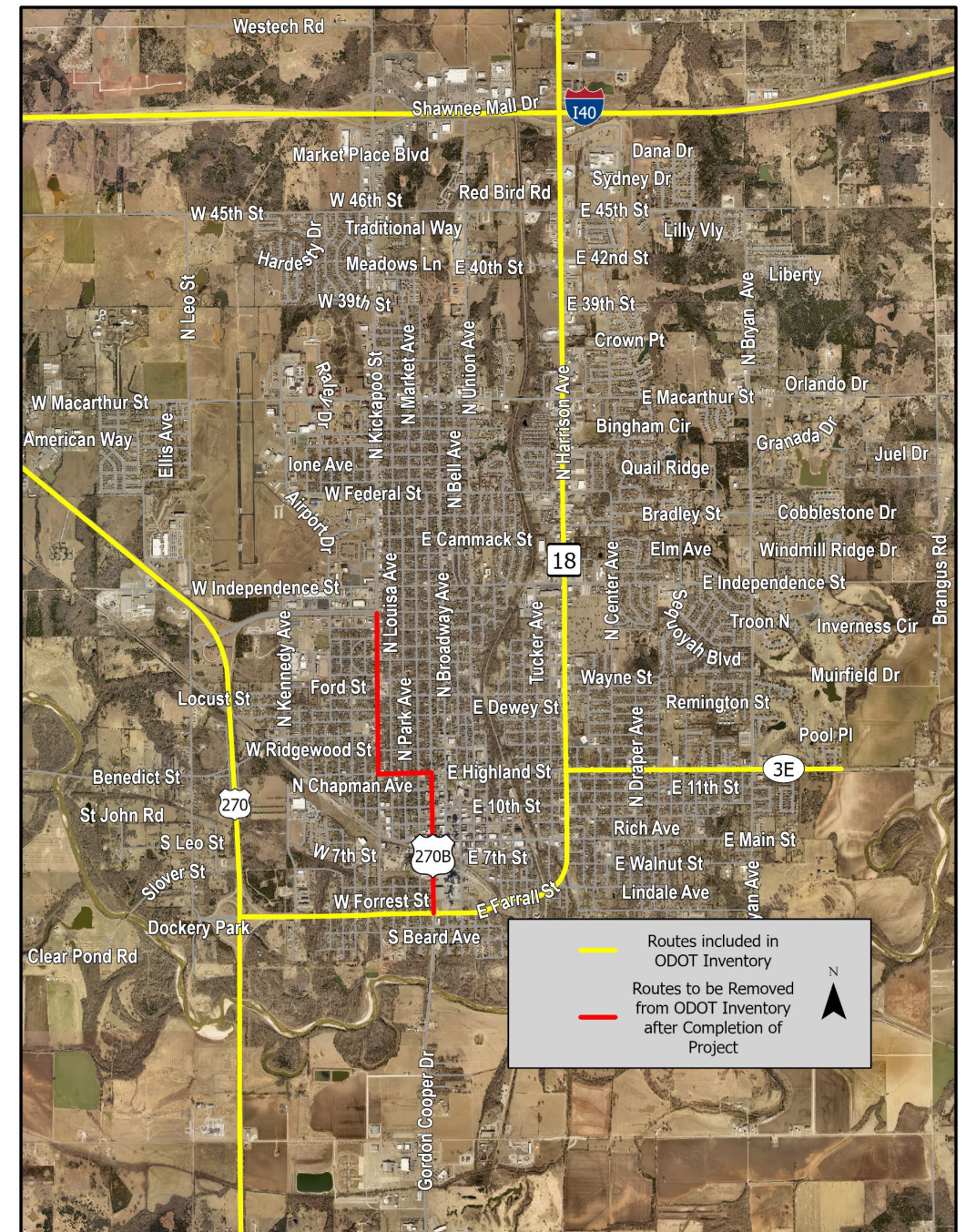


Kickapoo Widening

Seth Barkhimer, PE, Director of Engineering



Roadways under the Jurisdiction of the **Oklahoma Department of Transportation (ODOT)** within the City of Shawnee

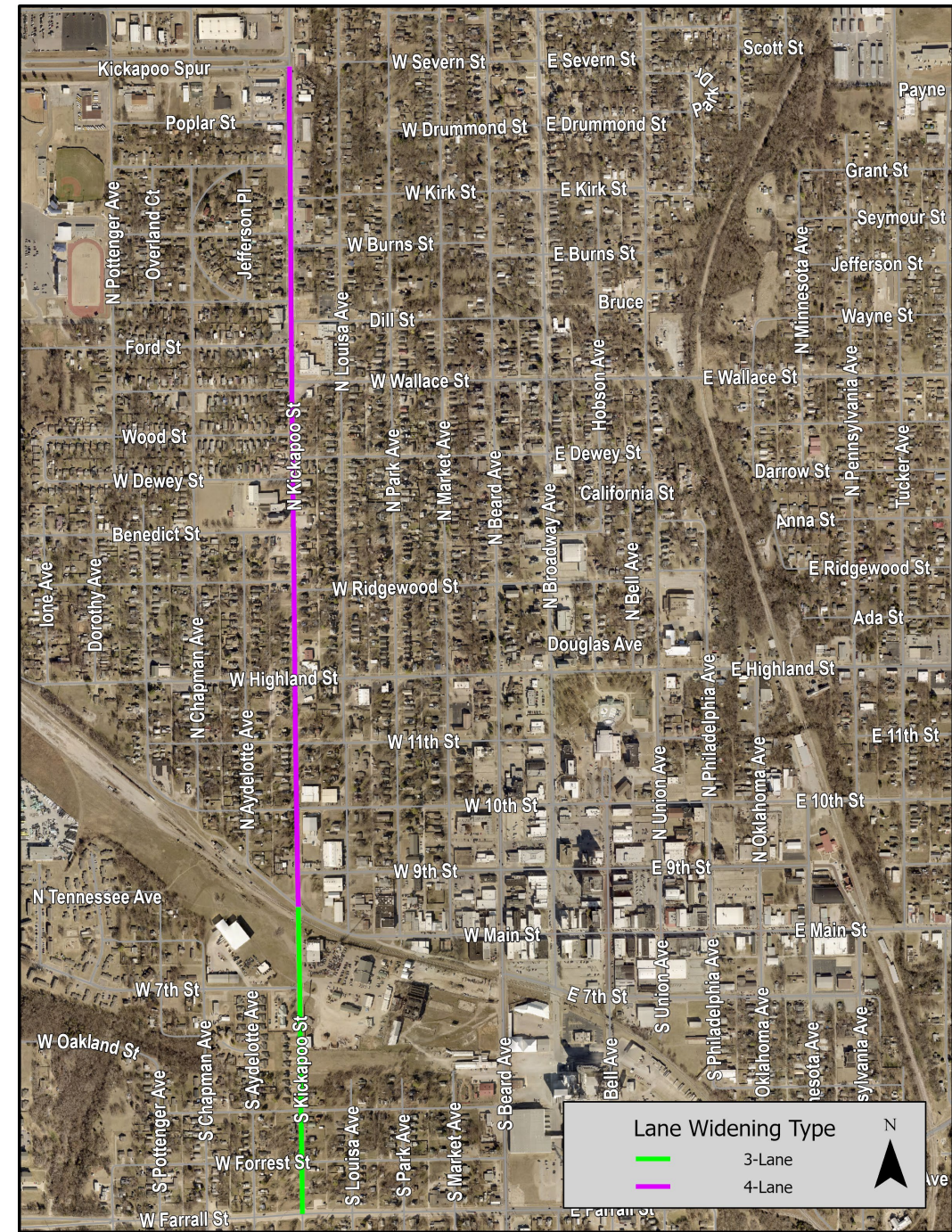


Kickapoo Street Widening

Extent: Kickapoo Spur to Farrall

Widening: Configuration by location

- Farrall Street to Main Street will be a **3-lane section** with a center turning lane and a sidewalk on both sides
- Main Street to Kickapoo-Spur will be a **4-lane section** with a turning lane at key intersections and a sidewalk on both sides



ODOT Responsibilities

Design

- Largely *Completed* by Poe and Associates

Construction

- Bid Preparation, Review, and Award

Construction Oversight

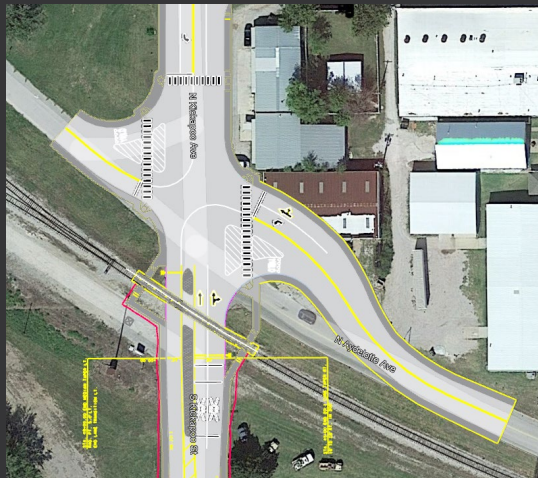
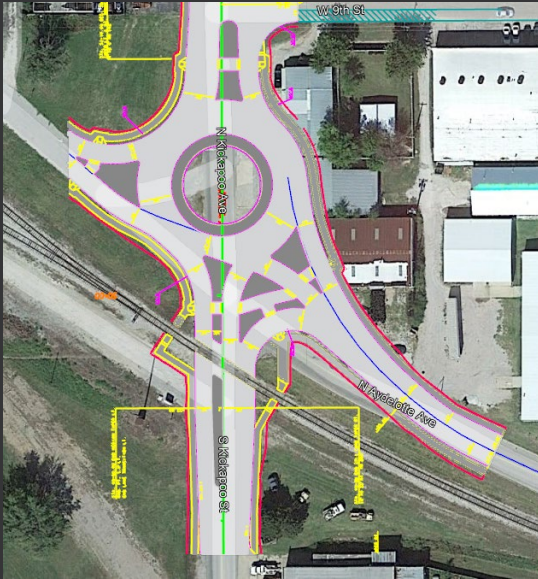
- Construction Inspection and Material Testing

Timeline of Project

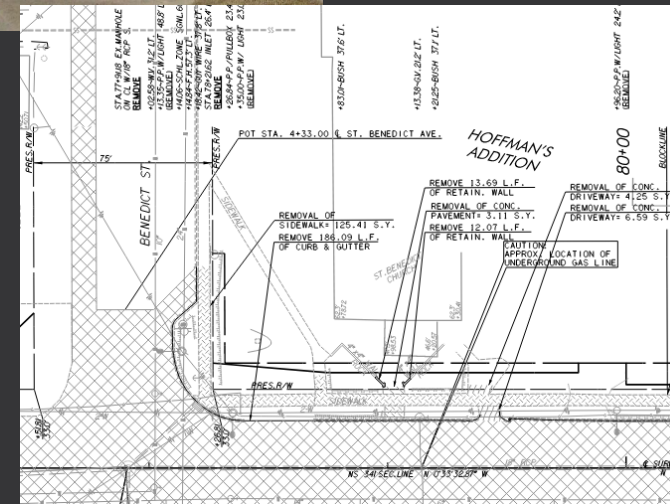
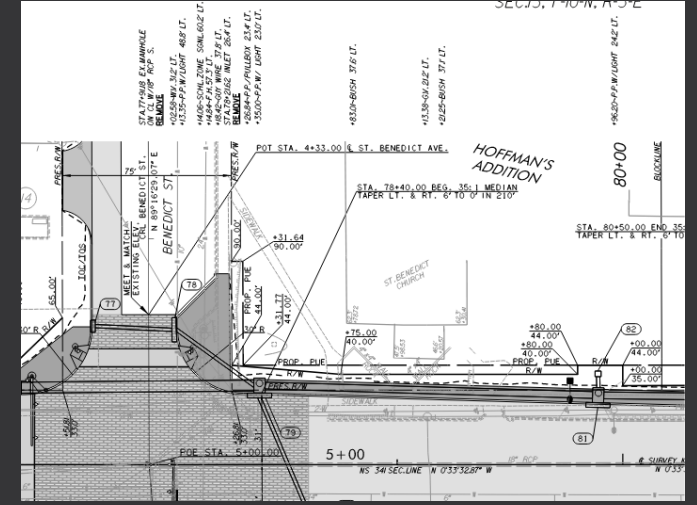
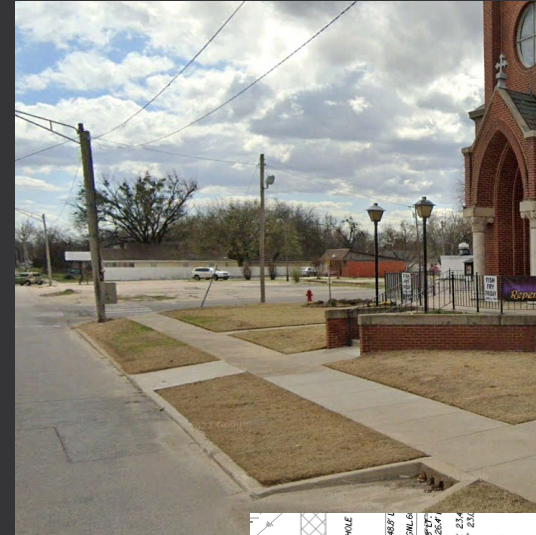
- **2019** – ROW acquisition begins
- **2021 January** – Right of Access for all ROW obtained
- **2021 January** – Utility Relocation begins
- **2022 - Anticipated in August** – Utility Relocation Complete
- **2023 - 2nd quarter** – Anticipated ODOT bid date
- **2023 through 2025** – Construction

Frequently Asked Questions

Intersection at Kickapoo Street & Main Street



Stairs at St. Benedict Church



Questions?



Regular Board of Commissioners

9. b.

Meeting Date: 08/01/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Code Enforcement – Process Overview – Seth Barkhimer, City Engineer

Attachments

Presentation



Code Enforcement – Process Overview

Seth Barkhimer, PE, Director of Engineering



Department Overview

Engineering

Permitting

Inspections

GIS

Code
Enforcement

Engineering
Office

Code Enforcement

“Code enforcement ensures that people and businesses are in compliance with public health, safety, public works, consumer protection, business activities, building standards, municipal affairs and more.”

Goals:

- Report, record, and respond to complaints within the City
- Maintain effective working relationships with property owners and general public
- Deal intentionally, tactfully & fairly with each complaint



Identifying Non-Compliance

Action Center

- Method for Citizens to communicate neighborhood concerns

Employee Field Verification

- Day to day driving routes observing neighborhoods



Nuisance Abatement

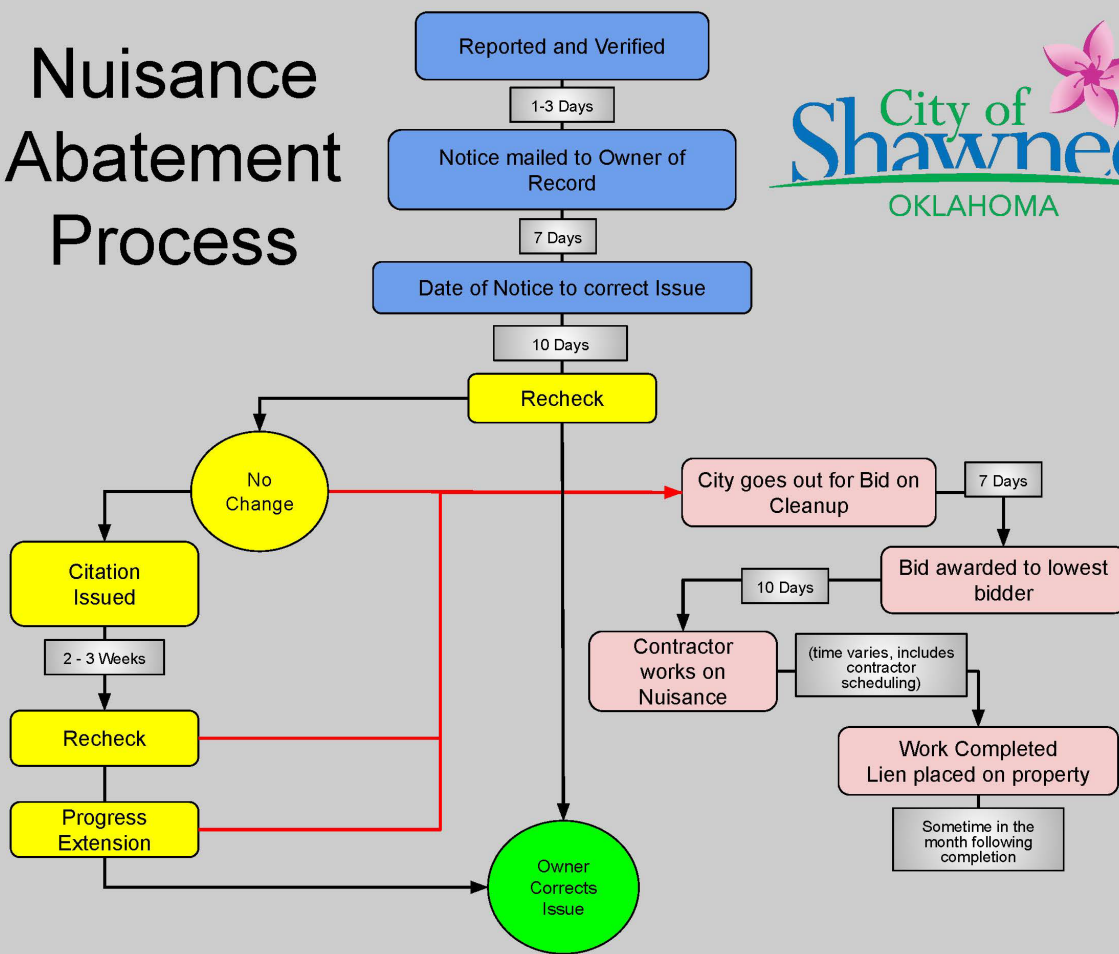
- Tall weeds and grass
- Junk, debris, inoperable vehicles, etc.

Property Maintenance Involving a Structure

- Exposure to the elements, broken & missing windows, failed roof or wall

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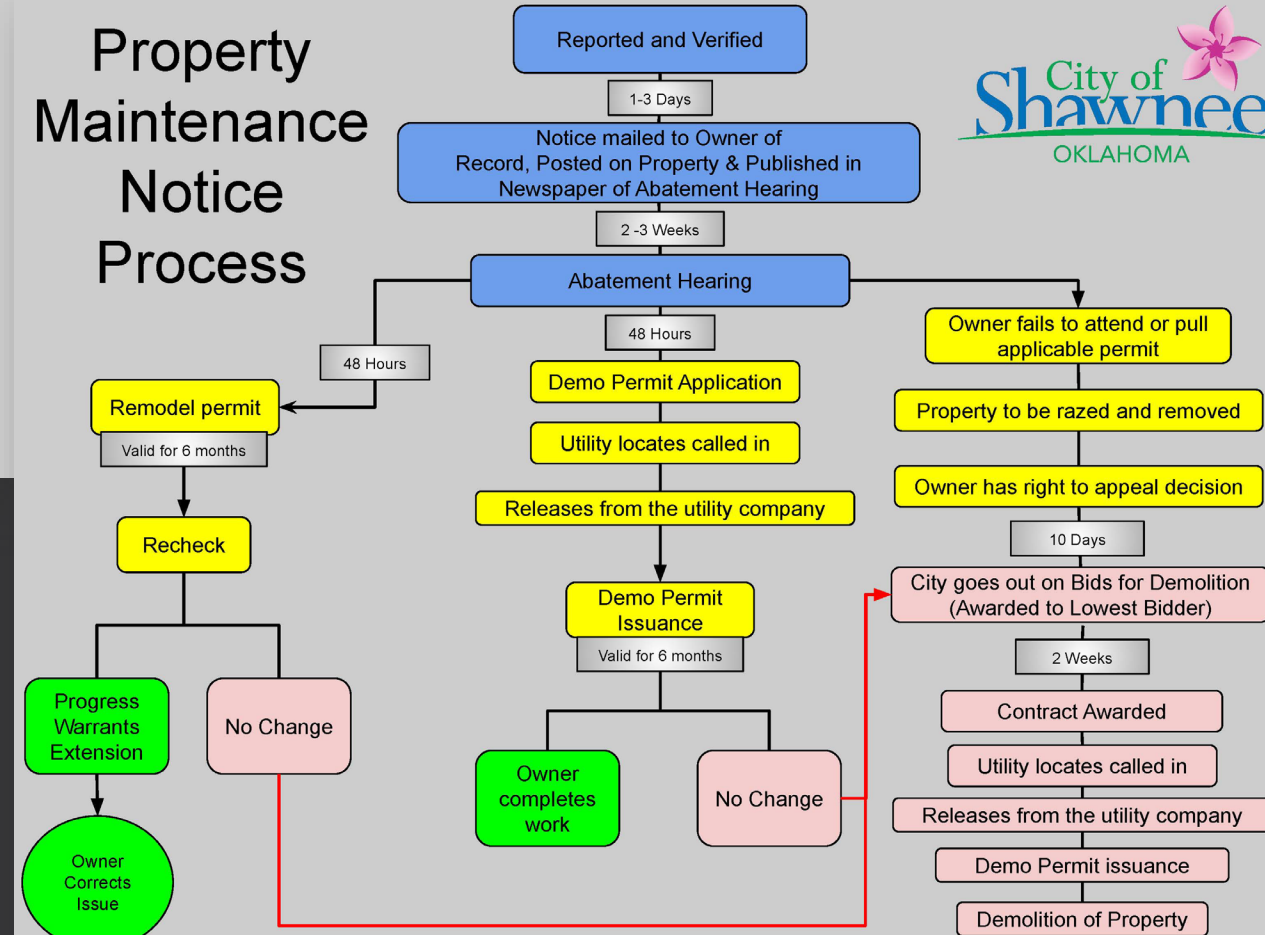
Nuisance Abatement Process



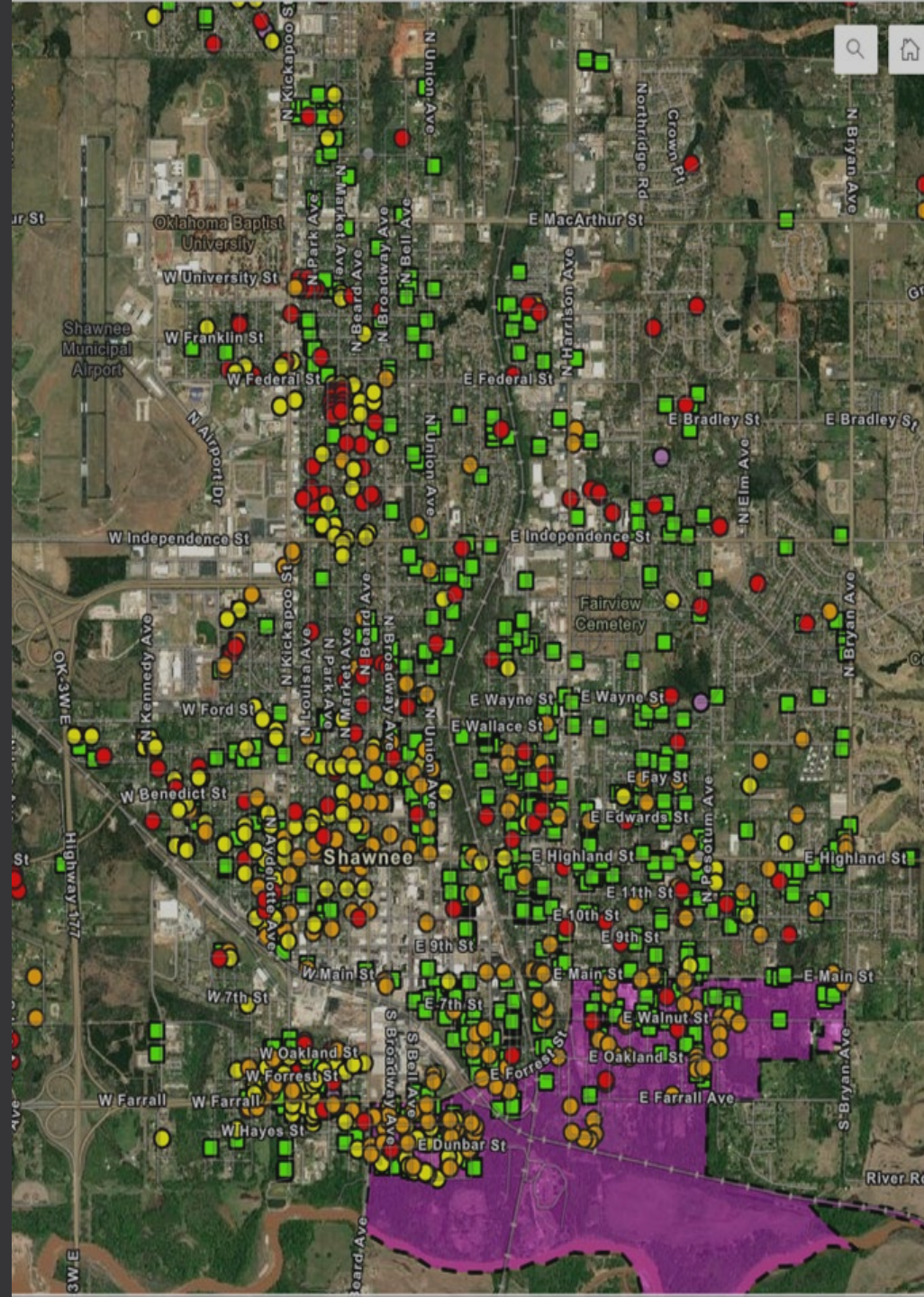
Code Enforcement

Process to obtain compliance

Property Maintenance Notice Process



Code Enforcement Activities



Over 1300 cases
since July 2021

Over 700 Cases
Closed

More than 600
Cases Ongoing

88 Dilapidated
Structures
On-Going

Questions?

