

AGENDA
BOARD OF CITY COMMISSIONERS
June 7, 2021 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the May 17, 2021 regular meeting.
 - b. Acknowledge the resignation of Erica Bass from the Community Service Contract Review Committee.
 - c. Acceptance of Xpress Wellness' public improvements and place maintenance bonds into effect.
 - d. Acceptance of a utility easement for Bentley Oaks Addition Sewer Project.
 - e. Acknowledge receipt of Pioneer Library Systems Budget for July 1, 2021 through June 30, 2022.
 - f. Approve renewal of the following agreements for Fiscal Year 2021-2022:
 1. Agreement with REACT Ambulance Authority for dispatch services.
 2. Agreement with Project H.E.A.R.T., Inc. to provide meals to elderly persons.
 - g. Approval of a Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.

h. Lake Lease Transfer:

TRANSFER:

Lot 1 Skipper Tract, 16602 Archery Range Road

From: Nyoka Griffin

To: Scott and Sonja Malaske

3. Presentation by Animal Control to present the Pet of the Week.
4. Mayor's Proclamation:

"Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood"
5. Presentation of Purple Heart City Plaque by Mitch Reed, Purple Heart Legislative Ambassador.
6. Consideration and possible action to approve the renewal of the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for Fiscal Year 2021-2022.
7. Consideration and possible action to approve the renewal of the contract with Safe Events for Families for Fiscal Year 2021-2022.
8. Consideration and possible action to approve the renewal of the contract with Shawnee Forward for Fiscal Year 2021-2022.
9. Discussion and consideration of Amendment No. 1 to contract for Design Consultant Services for the development and construction of Kids Space Park and Woodland Veterans Park with PDG Planning Design Group.
10. Discussion, consideration, and approval of the Board of Pottawatomie County Commissioner's Interlocal Agreement Resolution No. 2021-03 for reimbursement regarding the construction of an Industrial Access Project along North Leo Avenue.
11. Discussion and consideration of Streatery Guidelines. (*Deferred from the May 17, 2021 City Commission Agenda.*)
12. Discussion and consideration of a resolution supporting the adoption of a parklet/streatery policy, allowing the temporary conversion of the sidewalk or of three or less curbside parking spaces into a platform or space with pedestrian amenities; parklets offer a place to stop, sit, and rest while in Shawnee, while streateries offer a place to conduct commerce in the right-of-way.

13. Discussion and consideration of a resolution to approve a project maintenance, financing, and right-of-way agreement with the Oklahoma Department of Transportation (ODOT) regarding the MacArthur Street Sidewalk Project. (Shawnee: MacArthur Bike/Ped Trail) Project No.: TAP3-2996(004)TP – State Job No. 32996(04).
14. Discussion and consideration of a resolution establishing a temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana) of the Code of Ordinances of the City of Shawnee.
15. Discussion and consideration of an ordinance relating to Shawnee Lake Ordinances; amending and providing for repealer of various sections of Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma and creating Division 9 of Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma; providing for severability; providing for codification; and declaring an emergency.
16. Consider Bids:
 - a. Whittaker Street Rehabilitation Project No. 20SHAWWHITST (Award)
17. New Business

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

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 06/07/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 17, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

MAY 17, 2021 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session, Monday, May 17, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:40 p.m. on May 14, 2021. Mayor Bolt presided and Mr. Alex Meeuwsen called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Commissioner Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. John Bobb-Semple, Blue Zones Project Community Program Manager, announced there are exciting events happening next week, May 21-27, 2021, for Avedis Foundation Health Week.

Mr. Rob Morris stated a public hearing should be held for citizen involvement regarding Agenda Item Nos. 6, 7, and 8. He mentioned he was looking forward to hearing more about 113 South Philadelphia Avenue.

Ms. Teresa Cody stated she would like there to be a town hall meeting with downtown businesses to discuss the Streatery Guidelines.

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. 13.
- b. Minutes from the May 3, 2021 regular meeting.
- c. Acknowledge the following reports:
 - License Payment Report for April 2021
 - Project Payment Report for April 2021
- d. Mayor's Appointments:

Pioneer Library System Board
Marissa Lightsey 2nd Full Term Expires: June 30, 2024
Reappointment
- e. Approve Change Order No. 6 for Shawnee Police Department Architect's Project No. 1811, 912 East Independence, Shawnee, Oklahoma 74801.
- f. Approval of Mayoral appointment of Joe Vorndran as City of Shawnee designee to the Board of Directors of Shawnee Forward through June 30, 2022.
- g. Authorize a right-of-way easement to be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at the Shawnee Twin Lakes.
- h. Approve renewal of the following agreements for Fiscal Year 2021-2022:
 - 1) Agreement with the Housing Authority of the City of Shawnee for fingerprinting services.

- 2) Agreement with South Central Industries, Inc. for trash removal services at twenty-three (23) municipal park locations, and janitorial services at three (3) municipal park locations.
- 3) Agreement with Pottawatomie County District Court to establish, develop, and implement programs for juvenile misdemeanor offenders.
- 4) Agreement with the Independent School District North Rock Creek for police services.
- 5) Agreement with the YMCA for use of City property known as Lions Club Park.

i. Lake Lease Transfer:

TRANSFER:

Lot 6 Seck Tract, 33804 Post Office Neck

From: James and Susan Ruth

To: Gregory and Mary Beth Treece

Commissioner Matthews asked that Consent Agenda Item No. 2(b) be pulled for separate consideration.

A motion was made by Commissioner Mathews, seconded by Commissioner Weaver, to approve the Consent Agenda Item Nos. 2 (a-i), less item 2(b). Motion carried 7-0.

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

NAY: None

Regarding Consent Agenda Item No. 2(b), Commissioner Matthews explained he was not in attendance for the May 3, 2021 City Commission Meeting and wished to abstain from approving the Minutes.

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item No. 2(b) as presented. Motion carried 5-0-2.

AYE: Flood, Rutherford, Sehorn, Salter, Bolt

NAY: None

ABSTAIN: Matthews, Weaver

AGENDA ITEM NO. 3:

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

Animal Control Officer Brandy Spoon introduced Ruby, a seven- to eight-week-old female kitten. Ruby is up for adoption.

Officer Spoon advised that the Animal Shelter currently has fourteen cats, and thirteen dogs.

AGENDA ITEM NO. 4:

Mayor's Proclamations:

"National Public Works Week"
May 16-22, 2021

Mayor Bolt presented the Mayor's Proclamation for "National Public Works Week" to Public Works Director Brad Schmidt and the following staff members: Line Maintenance Supervisor Shane Lomeli, Plant Supervisor Billie (BJ) Sing, Street Department Supervisor Tim Dibler, and Parks Department Supervisor Cody Ellis.

AGENDA ITEM NO. 5:

Discussion and consideration to enter into a four-year lease agreement for a Case Motor Grader.

Public Works Director Brad Schmidt stated the Case Motor Grader will be used at the Shawnee Twin Lakes area. He stated the lease agreement is a 48-month lease at 3.99 % interest.

A motion was made by Commissioner Weaver, seconded by Commissioner Sehorn, to approve a four-year lease agreement for a Case Motor Grader. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 6:

Discussion and consideration to establish the Shawnee Film and Music Office within the City of Shawnee Department of Tourism.

Tourism Director Stacy Moore explained the film industry is growing in Oklahoma. The Oklahoma Film and Music Office has created a certification called *The Film Friendly Community*. This certification involves three requirements. The

first is to designate a point of contact, which will be the Shawnee Film and Music Office. She advised that approval of this item will satisfy this requirement. The second requirement is to identify a minimum of twelve (12) locations for the Oklahoma Film and Music Database. Ms. Moore advised this has been completed and more locations are currently be added. The third requirement is to establish a permitting process. She stated that approval of Agenda Item No. 7 will satisfy this requirement.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to establish the Shawnee Film and Music Office within the City of Shawnee Department of Tourism. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 7:

Consideration of an ordinance relating to Shawnee Film and Music Office, amending Chapter 8 of the Shawnee Municipal Code by creating a new Article X of Chapter 8, providing for film registration regulations; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

Tourism Director Stacy Moore explained this ordinance will give the City of Shawnee more authority regarding film registration regulations. It also shows the City is prepared to have film and music crews in the area.

A motion was made by Commissioner Weaver, seconded by Vice Mayor Rutherford, to approve an ordinance relating to Shawnee Film and Music Office, amending Chapter 8 of the Shawnee Municipal Code by creating a new Article X of Chapter 8, providing for film registration regulations; providing for repeal; providing for severability; providing for codification.

Ordinance No. 2720NS was introduced.

AN ORDINANCE RELATING TO SHAWNEE FILM AND MUSIC OFFICE, AMENDING CHAPTER 8 OF THE SHAWNEE MUNICIPAL CODE BY CREATING A NEW ARTICLE X OF CHAPTER 8, PROVIDING FOR FILMING REGISTRATION REGULATIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

Motion carried 7-0.

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

Ordinance No. 2720NS was adopted by the City Commission.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2720NS. Motion carried 7-0.

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

AGENDA ITEM NO. 8: Discussion and consideration of Streatery Guidelines.

Planning Director Rebecca Blaine explained the Streatery Guidelines work in conjunction with Resolution No. 6566 that was passed in 2018 regarding parklets. Parklets have been successful in adding outdoor dining to restaurants, cafes, and coffee shops, especially during the COVID-19 pandemic. Mrs. Blaine provided a downtown parking map and explained only a maximum of twenty-four (24) parking spaces could be impacted. There are over one thousand (1,000) parking spaces available in the area.

Mrs. Blain answered questions from the Commission.

The Commission discussed the Streatery Guidelines and potential impact on the community and business owners.

COMMISSIONER FLOOD LEFT THE MEETING AT 6:52 P.M.

COMMISSIONER FLOOD RETURNED TO THE MEETING AT 6:54 P.M.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to defer the consideration of Streatery Guidelines to a future City Commission meeting. Motion carried 7-0.

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

AGENDA ITEM NO. 9:

Administrative Report:

- a. Planning Director Rebecca Blaine – 113 South Philadelphia Avenue

Planning Director Rebecca Blaine provided an update on property located at 113 South Philadelphia Avenue regarding a recent demolition performed on behalf of the City of Shawnee Action Department.

AGENDA ITEM NO. 10:

Discussion, consideration, and possible action of an Appeal of an Administrative Order regarding the demolition of the residential structure located at 420 West Forrest Street. *(Deferred from the April 19, 2021 City Commission meeting.)*

Agenda Item Nos. 10 and 11 were discussed in conjunction.

City Attorney Brandi Nowakowski explained the permits had been requested for demolition at 420 and 422 West Forrest Street. The demolitions will be scheduled as soon as all the utilities to the properties have been disconnected. As soon as the demolitions are completed, both matters will be considered settled.

Planning Director Rebecca Blaine stated that Staff is supportive of the demolitions. She also requested both items be deferred to a future City Commission meeting to provide an update once the appeals have been settled.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to defer the Appeal of an Administrative Order regarding the demolition of the residential structure located at 420 West Forrest Street to a future City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 11:

Discussion, consideration, and possible action of an Appeal of an Administrative Order regarding the demolition of the residential structure located at 422 West Forrest Street. *(Deferred from the April 19, 2021 City Commission meeting.)*

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to defer the Appeal of an Administrative Order regarding the demolition

of the residential structure located at 422 West Forrest Street to a future City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 12:

Discussion and consideration of an ordinance amending the boundaries of the City of Shawnee, Oklahoma, by de-annexing/detaching certain property within the City of Shawnee, Pottawatomie County and declaring an emergency.

The City of Shawnee received a petition for detachment of municipal territory for property located by the Shawnee Twin Lakes. Planning Director Rebecca Blaine explained this property was annexed in 1962. Municipal Code states if the City is unable to provide City services to the property within ten (10) years of annexation, a de-annexation can be filed. She stated it is Staff's recommendation to approve the de-annexation of this property.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve an ordinance amending the boundaries of the City of Shawnee, Oklahoma, by de-annexing/detaching certain property within the City of Shawnee, Pottawatomie County.

Ordinance No. 2721NS was introduced.

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF SHAWNEE, OKLAHOMA, BY DE-ANNEXING/DETACHING CERTAIN PROPERTY WITHIN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY AND DECLARING AND EMERGENCY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2721NS was adopted by the City Commission

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2721NS. Motion carried 7-0.

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

AGENDA ITEM NO. 13:

Discussion and consideration of a contract with CEC Corporation for Phase 2 Bridge and Roadway Design and Construction Plans for East Main Street over Shawnee Creek.

City Engineer Seth Barkhimer explained that every two (2) years bridges within the City Limits are inspected. He stated the existing Main Street Bridge over Shawnee Creek was originally built in 1930 and has received substandard reports. Staff recommends the replacement of the bridge be awarded to CEC Corporation in the contract amount of \$177,362.00.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve a contract with CEC Corporation for Phase 2 Bridge and Roadway Design and Construction Plans for East Main Street over Shawnee Creek in the amount of \$177,362.00. Motion carried 7-0.

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

AGENDA ITEM NO. 14:

Consider bids:

- a. Whittaker Street Rehabilitation Project No. 20SHAWWHITST
(Open)

BIDDER

AMOUNT

Rudy Construction Co. Oklahoma City, OK	Alternate No. 1	\$625,810.00 \$30,000.00
	Alternate No. 2	\$10,000.00
A-Tech Paving Oklahoma City, OK	Alternate No. 1	\$618,603.75 \$49,800.00
	Alternate No. 2	\$15,000.00

Wynn Construction Co., Inc		\$565,405.00
Oklahoma City, OK	Alternate No. 1	\$18,600.00
	Alternate No. 2	\$14,000.00
Nash Construction Company		\$585,430.00
Oklahoma City, OK	Alternate No. 1	\$8,250.00
	Alternate No. 2	\$12,650.00

City Engineer Seth Barkhimer stated four (4) bids were received. He requested that the bid award be deferred to a future City Commission meeting to allow Staff additional time to review the bids.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to defer this item to a future City Commission meeting. Motion carried 7-0.

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

AGENDA ITEM NO. 15: Acknowledge monthly Sales Tax and Budget Reports.

Finance Director Ashley Neel reported sales tax is up \$2,243,407.00, or 11.38%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$23,583.00, or 1.03%, over the projected budget year-to-date.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:33 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:46 P.M.)

AGENDA ITEM NO. 16: Consider and take action with respect to a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Drinking Water SRF

Promissory Note to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, whereby the City leased its water and sanitary sewer systems to the Authority; and containing other provisions related thereto.

City Manager Chance Allison explained this item is a partner item to Shawnee Municipal Authority Agenda Item No. 2 regarding a Drinking Water SRF Loan from the Oklahoma Water Resources Board (OWRB).

Resolution No. 6631 was introduced.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS DRINKING WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT, AS AMENDED, WHEREBY THE CITY LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Drinking Water SRF Promissory Note to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, whereby the City leased its water and sanitary sewer systems to the Authority; and containing other provisions related thereto. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 17:

Consider and take action with respect to a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") replacing and superseding Resolution No. 6623 dated December 7,

2020 and approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Clean Water SRF Promissory Note to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, whereby the City leased its water and sanitary sewer systems to the Authority; and containing other provisions related thereto.

City Manager Chance Allison explained this item is a partner item to Shawnee Municipal Authority Agenda Item No. 3 regarding a Clean Water SRF Loan from the Oklahoma Water Resources Board (OWRB).

Resolution No. 6632 was introduced.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") REPLACING AND SUPERSEDING RESOLUTION NO. 6623 DATED DECEMBER 7, 2020 AND APPROVING ACTION TAKEN BY THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT, AS AMENDED, WHEREBY THE CITY LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

A motion was made by Commissioner Flood, seconded by Commissioner Matthews, to approve a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") replacing and superseding Resolution No. 6623 dated December 7, 2020 and approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Clean Water SRF Promissory Note to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, whereby the City leased its water and sanitary sewer systems to the Authority; and containing other provisions related thereto. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 18:

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. 19:

Commissioners Comments

Commissioner Matthews acknowledged the Public Works Department and thanked Brad Schmidt and Staff for their hard work.

Commissioner Matthews congratulated the 2021 graduates in the community graduating this week.

Commissioner Matthews mentioned an All Pro Tour (APT) Golf Tournament was held in Shawnee this past week. He stated he would like to see promotion of large events in the community.

Commissioner Matthews encouraged citizens to celebrate Health Week.

Commissioner Matthews expressed gratitude to Commissioner Salter for his kindness and compassion in helping the community.

Commissioner Weaver noted the high amount of local businesses with hiring opportunities.

Commissioner Weaver expressed his passion for fairness in the community.

Commissioner Weaver also thanked Brad Schmidt and his Department for their work at the Shawnee Twin Lakes area and securing the lease of the Case Motor Grader.

Commissioner Flood stated there are a lot of good things making a difference in the community. He explained he is in favor of the Streatery Guidelines but would like the downtown businesses to be satisfied also. He is thankful for Planning Director Rebecca Blaine's hard work on this project.

Commissioner Flood expressed the Homeless Initiative has a long way to go but we are headed in the right direction.

Vice Mayor Rutherford stated the Streatery Guidelines are an attraction for a modern, thriving downtown area and he would like to work with the local businesses.

Commissioner Sehorn expressed his excitement for the new police station as it nears completion.

Commissioner Sehorn also commented on several projects moving forward, such as the, Water Treatment Plant and streets projects.

Commissioner Salter emphasized that we need to be fair with policies and procedures that are put in place. He also acknowledged the hard work that is being done on the 45th Street project.

Mayor Bolt stated that there were a lot of good things discussed tonight. He thanked Staff for always being available.

Mayor Bolt also commented on the Homeless Initiative.

AGENDA ITEM NO. 20:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:09 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK, SENIOR DEPUTY CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 06/07/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Erica Bass from the Community Service Contract Review Committee.

Attachments

Resignation Bass

From: [Erica Bass](#)
To: [Kacie Eck](#)
Cc: [Lisa Lasyone](#)
Subject: Contract review committee
Date: Monday, May 17, 2021 9:32:01 AM

Hello Kacie & Lisa,

I have accepted a position with the City of Shawnee, so I am submitting my resignation from the contract review committee as of today, 17 May 2021.

Please let me know if there's anything else you need from me.

Best,
Erica D. Bass

Regular Board of Commissioners

2. c.

Meeting Date: 06/07/2021

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of Xpress Wellness' public improvements and place maintenance bonds into effect.

Attachments

Memo

Maintenance Bond



Office of Engineering
MEMORANDUM

DATE: Monday, June 7, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Acceptance of Xpress Wellness Public Improvements

Xpress Wellness public water line and the public sewer line improvements are now complete and ready to be accepted by the City. The development is located on the west side of Harrison Street between 42nd Street and 45th Street. The developer paid 100% of the construction costs. The water line and sewer line were installed satisfactorily and inspected to the City of Shawnee specifications. The lines passed all required testing and are now ready for acceptance, and placement of the maintenance bonds into effect by the City.

Staff recommends the acceptance of the public improvement and placing the maintenance bonds into effect at the June 7, 2021 City Commission meeting.

Maintenance
Bond

Westfield Insurance Co.

Bond No 101221R

Westfield Group SM One Park Circle, P O Box 5001
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS:

That we, Barger Construction Company (hereinafter called the "Principal"),
and the Westfield Insurance Company, of Westfield Center, Ohio, a corporation duly organized under the laws of the
State of Ohio, and duly licensed to transact business in the State of Ohio
(hereinafter called the "Surety"), are held and firmly bound unto City of Shawnee, OK
(hereinafter called the "Obligee"),
in the sum of Twelve Thousand - Seventy Four & No/100 Dollars
(\$ \$12,074.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

Signed this 27th day of May, 2021.

WHEREAS, the said Principal has heretofore entered into a contract with Palm Development
dated January, 8 for 2021 and

WHEREAS, the said Principal is required to guarantee the Sanitary Sewer & Main Water Line installed
under said contract, against defects in materials or workmanship which may develop during the period beginning on the
27th day of May, 2021 and ending on the 27th day of May,
2023.

In no event shall losses paid under this bond aggregate more than the amount of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out
and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in
materials or workmanship in the said work which may develop during the period specified above or shall pay over, make
good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or
default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, a written statement of the
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its office in
Westfield Center, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of
such default; and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after
the expiration of thirty days from the end of the maintenance period as herein set forth.

Barger Construction Company

Principal

By: Mark White

WESTFIELD INSURANCE COMPANY

By: Allen D. Eubank

Allen D. Eubank

Attorney-in-Fact



Lindsey Benson
Witness - Lindsey Benson

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/09/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4111112 03

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
THOMAS H. CHAPPELL, TODD C. LEE, ALLEN D. EUBANK, TRAVIS Z. WRIGHT, WILLIAM B. LOWE, III, LINDSEY BENSON, DAWN DUNNING, JOINTLY OR SEVERALLY

of **FRANKLIN** and State of **TN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

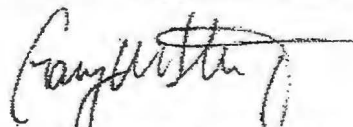
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **09th** day of **NOVEMBER A.D., 2020**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **09th** day of **NOVEMBER A.D., 2020**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **27th** day of **May 2020** A.D.,




Frank A. Carrino, Secretary

Regular Board of Commissioners

2. d.

Meeting Date: 06/07/2021

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a utility easement for Bentley Oaks Addition Sewer Project.

Attachments

Easement

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **J. Bentley Construction, LLC**, in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged does hereby grant, and warrant unto the City of Shawnee, an Oklahoma municipal corporation, its successors and assigns, the right, privilege and authority to enter upon and construct, operate, maintain utilities, including the right of ingress and egress to and from said easement across adjoining lands of grantors, upon and across the following real property and premises, situated in Pottawatomie County, State of Oklahoma, to wit:

SEE EXHIBIT A, ATTACHED HERETO & MADE A PART HEREOF

Grantor (s) further covenant and agree that no building or other structure shall ever be erected upon the above described easement area unless the written consent of the Grantee is first obtained.

The rights and privileges above granted to continue in perpetuity.

Signed and delivered this 14th day of May, 2021.

J. BENTLEY CONSTRUCTION, LLC

By: _____

Justin Ramer, Manager

STATE OF OKLAHOMA, COUNTY OF Canadian, SS.

This instrument was acknowledged before me on this 14th day of May, 2021 by Justin Ramer as Manager of J. Bentley Construction, LLC.

My Commission Expires: 01/28/2023
My Commission No. 15000877

Kacie D. Pate-Garcia
Notary Public

ACCEPTED by the City of Shawnee
this _____ day of _____, 20____.

City Clerk

REVIEWED for form and legality

Assistant Municipal Counselor



EXHIBIT A
LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENT
IN BENTLEY OAKS ADDITION

A strip of land ten feet wide and being located immediately adjacent and parallel to and north of the existing ten foot wide utility easement that is platted along the southern boundary of Tracts 1 through 5 in the plat of Bentley Oaks Addition, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Regular Board of Commissioners

2. e.

Meeting Date: 06/07/2021

Budget

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge receipt of Pioneer Library Systems Budget for July 1, 2021 through June 30, 2022.

Attachments

Library Budget

**PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2021 - JUNE 30, 2022**

REVENUES

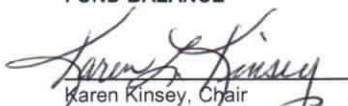
Ad Valorem Taxes		
Cleveland County	\$14,550,703	
McClain County	2,223,288	
Pottawatomie County	<u>2,453,482</u>	
Total Ad Valorem Taxes		\$19,227,473
Oklahoma Department of Libraries		
State Aid	<u>\$117,500</u>	
Total State Aid		\$117,500
Other Revenue	<u>\$356,086</u>	
		<u>\$356,086</u>
Subtotal All Revenue		\$19,701,059
Use of Designated Fund Balance		\$0
Fund Balance		
Reserved for Encumbrances		\$0
Fund Balance Carryover		
Assigned Fund Balance		\$568,556
Committed Fund Balance		\$0
Unassigned Fund Balance		<u>\$11,356,092</u>
Total Fund Balance		<u>\$11,924,648</u>
TOTAL REVENUE		<u><u>\$31,625,707</u></u>

EXPENDITURES

Personnel Services	\$12,683,922	
Books and Other Materials	3,000,000	
General & Administrative	1,287,750	
Technology	1,859,387	
System Services	<u>870,000</u>	
(C/E, Development, Programming, Outreach)		
(Marketing and Communications)		
Subtotal All Expenditures		\$19,701,059
Use of Assigned Fund Balance Current Yr.		
Use of Unassigned Fund Balance Current Yr.		

Fund Balance

Fund Balance Carryover Current Year	\$0
Fund Balance Carryover Prior	
Assigned Fund Balance	\$568,556
Committed Fund Balance	\$0
Unassigned Fund Balance	<u>\$11,356,092</u>
Total Fund Balance	<u>\$11,924,648</u>
TOTAL GENERAL FUND EXP & FUND BALANCE	<u><u>\$31,625,707</u></u>


Karen Kinsey, Chair


Lisa Wells, Secretary

5/25/2021

Regular Board of Commissioners**2. f. 1.**

Meeting Date: 06/07/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with REACT Ambulance Authority for dispatch services.

AttachmentsContract

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2021 by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and REACT Ambulance Authority, an Oklahoma Public Trust Authority (hereinafter "REACT").

WITNESSETH:

WHEREAS, REACT provides emergency response service to the citizens of the City of Shawnee; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for REACT and has experience in being the primary respondent for dispatching emergency medical assistance; and

WHEREAS, it is the intent of the CITY and REACT to enter into a mutual cooperation agreement to arrange dispatch service for REACT to be provided by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agreed as follows:

1. The CITY agrees to provide dispatch services for REACT, including both telephone and radio communications to assist REACT in providing emergency service to the citizens of Shawnee.
2. The CITY agrees to be the primary respondent in taking calls on the private emergency line for REACT.
3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2021 and to continue until June 30, 2022.
4. In consideration for the dispatch services provide by the CITY, REACT agrees to pay to the CITY Thirty Thousand Dollars (\$30,000.00) for the term of this Agreement, with payments to be made on a monthly basis in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).
5. Both parties agree that REACT is an independent contractor for purposes of this Agreement and is not an employee of the CITY. REACT shall be responsible for its own insurance, payroll taxes and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between REACT and the CITY, other than the provisions stated in this Agreement.
6. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

7. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

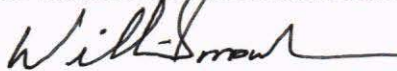
9. This Agreement shall expire June 30, 2021. This Agreement may be renewed or extended by agreement of both parties thereafter.

10. This Agreement may be terminated by either party without cause upon thirty (30) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Chairman of the REACT Ambulance Authority.

11. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

REACT AMUBLANCE AUTHORITY



Printed Name: Willis Snowden

Title: Director

ATTEST/NOTARY:

Printed Name: _____

Title: _____

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

CHANCE ALLISON, CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2021.

JOSEPH M. VORNDRAN, CITY ATTORNEY
CITY OF SHAWNEE

Regular Board of Commissioners

2. f. 2.

Meeting Date: 06/07/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Project H.E.A.R.T., Inc. to provide meals to elderly persons.

Attachments

Contract

Lease Agreement

This Agreement is entered into this 1st day of July, 2021, by and between the City of Shawnee, Oklahoma, a municipal corporation acting by and through its City Manager, hereinafter "LESSOR", and Project H.E.A.R.T., Inc. hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, Project H.E.A.R.T., Inc. is a non-profit corporation organized to receive federal, state and local donations to carry on a program of providing meals for persons who are aged sixty (60) plus; and

WHEREAS, in order to carry on the program of providing meals to persons who are aged sixty (60) plus within the City of Shawnee, it is necessary for the LESSEE to have space for operation and utility services; and

WHEREAS, it is beneficial to the public health and welfare in the City of Shawnee for the LESSOR to provide such space and utility services to the LESSEE.

THEREFORE, it is hereby agreed that the LESSOR hereby leases to the LESSEE the non-exclusive right to occupy certain designated spaces at the Shawnee Community Center (804 South Park Street), for the purpose of preparing and serving meals to persons aged sixty (60) plus for the term commencing the 1st day of July, 2021 and ending the 30th day of June, 2022. LESSEE agrees to pay LESSOR Five Hundred Dollars (\$500.00) per month rent, due by the 10th day of each month. The LESSOR agrees to furnish, at no expense to the Lessee, electric, gas and water utility services to the LESSEE at such locations. The LESSORS' City Manager shall have the right to inspect and approve all appliances used by the LESSEE at the sites. The LESSEE agrees that it will not waste any utility services. Waste of utility services found by the City Manager or other representative of the LESSOR shall be grounds for immediate termination of the Lease Agreement. Any changes in operations equipment or appliances shall be subject to the approval of the City Manager.

The LESSEE shall have complete autonomy over the implementation of its program. The LESSEE shall supervise and manage all aspects of the food service operation and shall interview and employ personnel to fill positions needed to conduct LESSEE's operation including but not limited to site manager, cook, cook aide, dish washer and custodian, as well as supervise the personnel in their duties concerning the program.

The LESSEE shall provide meals for persons aged sixty (60) plus. The LESSEE agrees to provide food services to persons aged sixty (60) plus in the City of Shawnee. Such meals shall be approximately 78 noon meals per day, five days a week, 250 days a year, excluding eleven (11) holidays and weekends at the Shawnee Community Center (804 South Park Street). Food service may be suspended during inclement weather or unforeseen circumstances. Number of meals served per day is dependent upon continued funding being received by the Lessee.

Personal property owned by the LESSEE shall remain the property of the LESSEE. However, the LESSOR shall have the right to use the LESSEE's tables and chairs when they are not in use by the LESSEE. Said tables and chairs are not to leave the premises.

LESSEE agrees that said space will be provided for LESSEE's use for six (6) hours per day every day of operation. LESSEE's staff and participants shall have access to the bathrooms located directly south of leased premises.

LESSEE shall provide its own custodial services for the leased premises.

LESSEE shall provide pest control, termite control and minor maintenance for only the leased premises.

LESSOR shall provide major repairs (defined as repairs exceeding \$250 and exterior maintenance to the City owned facilities as required, provided that LESSEE shall pay for all repairs of any equipment and appliances it owns regardless of cost and any proportionate repair costs for jointly used or shared equipment. Any issues concerning said repairs and maintenance shall be expressly conducted between LESSEE and City of Shawnee employee(s). LESSEE shall clean and service the grease trap on a regular basis.

The LESSEE is authorized to secure the leased premises by any necessary means including locks or other forms of security. The LESSOR shall provide keys, codes or entry passwords to the LESSEE for all locks on all doors, which the LESSEE may lock, and LESSEE shall provide the same to LESSOR. LESSOR retains the right to utilize a locksmith at LESSEE's expense should access be necessary and the appropriate key or combination not provided.

The LESSEE shall provide to the LESSOR the names of responsible parties for the site, and the name and telephone number of a person who may be contacted on a 24-hour basis.

The LESSOR agrees to provide to the LESSEE a schedule of activities during hours which the LESSEE is not operating its services at the site. The LESSOR shall have the exclusive right to schedule activities at the site during the hours that LESSEE is not conducting its operation with the exception of the kitchen.

This lease may be canceled by either party upon sixty (60) days' notice in writing to the other party. Notice to the LESSEE shall be addressed to the Director, Project H.E.A.R.T., Inc., P.O. Box 3667, Shawnee, Oklahoma 74802-3667. Notice to the LESSOR shall be addressed to the City Manager, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

[Signature page to follow.]

IN WITNESS WHEREOF, the said parties, by their representatives, set their hands to this Agreement on the _____ day _____ of, 2021.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

PROJECT H.E.A.R.T., INC.

Chris Harden
EXECUTIVE DIRECTOR

Subscribed and sworn to before me this 11th day of May, 2021.



Theresa Beverage
NOTARY PUBLIC

Commission Expires: 11-17-2021

Commission Number: 09009564

Approved as to form and legality this _____ day of _____, 2021.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. g.

Meeting Date: 06/07/2021

Memorandum of Understanding

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of a Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING

STOP Violence Against Women Grant

This Memorandum of Understanding is entered into between District Attorney's Office, 23rd Judicial District and Shawnee Police Department. The purpose of this understanding is to set forth the agreements of operations for services to victims of domestic violence and sexual assault in Shawnee, Pottawatomie County, Oklahoma, and District 23.

This MOU covers the period of January 1, 2022 to December 31, 2022. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

1. Have a police officer available 24 hour per day, 365 days per year as needed to assist victims with emotional, physical, and psychological recovery needs.
2. For rape victims, be available to assist with the completion of a rape kit for use as evidence in prosecutorial circumstances. The police officer will explain to the victims the steps necessary to complete the exam to prepare them for the process.
3. Make transportation available from hospitals, police offices, investigators offices, etc., to a shelter if needed or desired by the victim.
4. After initial reporting, share information freely with the prosecutorial team for the purpose of gathering evidence.
5. Act as liaison between the prosecution team and victim to assist with keeping victims informed of the progress of each individual case.
6. Be responsive to all investigative follow-up requests.

District Attorney's Office shall:

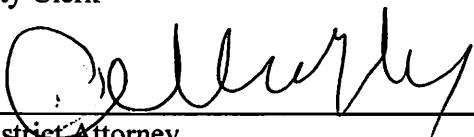
1. Make available an investigator, as needed, or requested by law enforcement, to assist with the investigative needs of each case.
2. Request assistance of a police officer for each case from Shawnee Police Department providing the victim is in agreement. This is to ensure or enhance the long-term emotional stability of the victim.
3. Appoint liaison that is properly informed, to assist keeping victims informed of the progress of their individual cases and notified of delays or impediments to the progress of individual cases. Generally, this can be accomplished through the Prosecutorial team.

4. Share information freely with Shawnee Police Department for purposes of providing the most comprehensive services to victims, encompassing conflicting information, evidence, resources, etc.
5. Coordinate with law enforcement, transportation for victims to hospitals, investigative offices, etc. for completion of prosecutorial needs.
6. Never disclose the location of a shelter.

By signing the MOU, the parties agree to uphold the terms of MOU. Any party may amend their roles and responsibilities of the MOU by the written request and mutual approval. Any party may terminate their participation in the MOU with two weeks written notice. MOU will be reviewed annually.

City Manager

City Clerk



District Attorney

Secretary/Notary

Date

Regular Board of Commissioners

2. h.

Meeting Date: 06/07/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 1 Skipper Tract, 16602 Archery Range Road

From: Nyoka Griffin

To: Scott and Sonja Malaske

Attachments

Lake Lease

Community
Development
Department



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

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

Date: 06/07/2021	License No. 5052
Type	☐ Renewal ☒ Transfer
Commission Meeting Date	06/07/2021
Property Address	16602 Archery Range Rd
Lake Site Location	Skipper Tract - Lot 1
Lease Dates	06/07/2021 - 06/06/2051
Lease Fee (changes annually)	\$746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Scott & Sonja Malaske
Address	19893 NE 50th St, Harrah OK 73045
Phone	405-454-6318 / 405-830-4091 / 405-642-4246
Current Lessee (Transfer From)	
Name(s)	Nyoka Griffin
Address	16602 Archery Range Rd, Shawnee, OK 74801-4311
Phone	405-250-4959
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☐ Conventional ☒ Aerobic
Last Inspected/Pumped	08/11/2020
Miscellaneous Comments:	\$1821.00 - Check 2769
Fees Collected	\$1821.00



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 5052 TRACT NAME Skipper LOT # 1

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 06/07/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

SCOTT MALASKE, SONJA MALASKE
19893 NE 50TH ST
HARRAH, OK 73045

PARTY OF THE SECOND PART.

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

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

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

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

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

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and

that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

ATTEST:

CITY CLERK

Regular Board of Commissioners

4.

Meeting Date: 06/07/2021

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood"

Attachments

Proclamation



“Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood”

Whereas, Juneteenth is the oldest known annual observance commemorating the abolishment of slavery in the United States of America. The Juneteenth Independence celebration dates back to June 19, 1865, when Major General Gordon Granger led Union soldiers into Galveston, Texas. It was there that Union soldiers delivered news that the Civil War had ended and enslaved Black Americans within any state were free; and

Whereas, Juneteenth became a celebration of freedom, community, and culture. Today, Juneteenth takes on a symbol of pride in Black American experiences and ancestral roots; and

Whereas, the Dunbar Heights Historic Neighborhood is home to a long-standing tradition of Shawnee’s Black American heritage; and

Whereas, the City of Shawnee seeks to observe this historic anniversary with the Dunbar Heights Historic Neighborhood and Shawnee’s Black community in the spirit of comradery and equality for all citizens; and

Whereas, the Juneteenth celebration embodies the American ideals of freedom, liberty and the pursuit of happiness as they extend to all people.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim this 7th day of June, 2021, to

“Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood”

In the City of Shawnee, Oklahoma
Dated this ____ day of____, 2021

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

6.

Meeting Date: 06/07/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action to approve the renewal of the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for Fiscal Year 2021-2022.

Attachments

Memo

Proposed Contract FY 21-22

Packet



Office of City Clerk

MEMORANDUM

Date: Monday, June 7, 2021

To: The Honorable Mayor and City Commission

From: Kacie Eck, Senior Deputy City Clerk

Regarding: Community Service Contract Review Committee Recommendations

The Community Service Contract Review Committee respectfully submits the following recommendations regarding contracts for Fiscal Year 2021-2022.

- To renew a contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for Fiscal Year 2021-2022 in the amount of \$75,000.00.
- To renew a contract with Safe Events for Families for Fiscal Year 2021-2022 for a six-month period of July 1, 2021 to December 31, 2021 to reimburse eligible expenses for events up to \$40,000.00. To modify Section 3.B. to clarify the individual to review submitted invoices for approval of payment. To modify Section 7 to remove an audit requirement and add a right of inspection by the City Manager, or designee.
- To renew a contract with Shawnee Forward for Fiscal Year 2021-2022 in the amount of \$295,000.00 and strike Section 1.6.C. from the proposed contract, contingent upon the Pottawatomie County District Attorney's legal opinion.

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.

This Agreement is entered into this 1st day of July, 2021 by and between the City of Shawnee, Oklahoma, hereinafter the "CITY", and CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC., (operating as Central Oklahoma Transit System) hereinafter "COTS".

WITNESSETH

WHEREAS, the CITY is in need of public transportation for its citizens and workforce; and

WHEREAS, COTS possess the skill, ability, and equipment to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter to set forth, it is hereby agreed by and between the parties hereto that:

1. COTS shall provide to the CITY transportation services for its workforce and citizens in general in the City of Shawnee, Oklahoma, to commence on the 1st day of July, 2021, and to continue uninterrupted service thereafter until the 30th day of June, 2022. Hours of this service shall be from 7:00 a.m. until 8:00 p.m. Monday through Friday, and Saturday 8:00 a.m. until 5:00 p.m. (except holidays).
2. In exchange for the provision of such transportation services, the CITY shall pay to COTS Seventy-Five Thousand Dollars (\$75,000.00) in installments as follows: Six Thousand Two Hundred Fifty Dollars (\$6,250.00) the first of each month, July 2021 - June 2022. This money is to come from the City's General Fund. Each payment is to be made after COTS submits the reports and invoices set forth in paragraph three (3) of this Agreement. The City Finance Director shall review quarterly the documents provided and ascertain compliance with the requirements of paragraph three. Failure to submit the required reports with the invoices will result in withholding of payment on the invoice pending the receiving of said reports by the City. The City reserves the right to determine if the reports received contain sufficient information for the City to be kept current on the financial status of COTS.
3. COTS shall provide to the CITY all invoices and other documents required by the CITY in connection with its payment procedures. COTS further agrees to provide to the City a monthly report of COTS' expenditures, income, and riders. Such reports shall be provided by COTS to the CITY by the 10th day each month during the term of this Agreement. COTS acknowledges and understands that it must segregate and account for the funds received from the CITY. COTS agrees to furnish the City with its annual audit or an agreed upon procedures engagement conducted by a Certified Public Accountant (CPA). COTS further agrees to furnish monthly reports to the CITY containing its revenues, expenditures, assets, liabilities, grants and activities.

4. COTS agrees to furnish to the CITY copies of all minutes of COTS meetings.
5. COTS further agrees that in the case of a national or state emergency, or if a municipal emergency is declared by the City Manager, COTS will allow the City to use vehicles and employees for necessary transportation, including but not limited to, transporting residents during an evacuation, assisting mass care facilities with transportation and transporting volunteers and responders to their designated work locations.
6. COTS hereby indemnifies the CITY and agrees to hold the CITY harmless from and against any loss, damage or claim arising from the operation of COTS and for any insurance premiums owed by COTS and for any tax liability now or later determined to be due and owing by COTS. Upon receipt of notice of a suit or proceeding filed against the CITY or COTS, COTS shall give the CITY written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with the CITY in its defense of any such suit or proceeding. COTS further agrees to at all times have insurance coverage reasonably covering the activities contemplated in this Agreement with a minimum coverage limit of One Million Dollars (\$1,000,000.00).
7. COTS shall submit a request for renewal to the City Clerk's Office no later than March 31, 2022. As a part of this request, COTS shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. This Agreement may be terminated by either party without cause upon sixty (60) days written notice directed to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS our hands on _____.

CENTRAL OKLAHOMA COMMUNITY
ACTION AGENCY, INC., (CENTRAL
OKLAHOMA TRANSIT SYSTEM)

EXECUTIVE DIRECTOR

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this ____ day of June, 2021.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on ____.

JOSEPH M. VORNDRAN, CITY ATTORNEY



Central Oklahoma Community Action Agency

Serving Cleveland, Lincoln, Logan, Payne,
Pottawatomie and Seminole Counties

March 22, 2021

RECEIVED

MAR 24 2021

CITY CLERK

Administration
405.275.6060

Central
Oklahoma
Transit
System (COTS)
405.273.3000

Mr. Chance Allison
City of Shawnee
P.O. Box 1448
Shawnee, Ok 74802-1448

Dear Mr. Allison:

Rx for OK
1.800.256.5940

Central Oklahoma Community Action Agency (COCAA) is a 501(c)3 non-profit organization that has been in operation since 1968. It operates the Central Oklahoma Transit System (COTS) which has operated since 1998. COCAA is requesting continued financial support from the City of Shawnee for the COTS program and is vital in maintaining and growing transportation services to the City and the region.

Community Resource
Development Offices

COCAA's administrative office, COTS, and our other Pottawatomie county services are located in the Shawnee downtown area. COCAA currently employs 29 staff members, of which 11 are staff for the COTS program.

Cleveland
405.701.2170
405.434.6100

COTS operates nine mini vans for on-demand transportation pickups in Pottawatomie and Seminole Counties. Hours of operation are 7am to 8pm Monday through Friday, and Saturday 8am till 5pm. There are a couple of other transportation systems in Shawnee. However, they do not offer the same services. Executive Cab is not ADA compliant. All COTS vehicles are ADA compliant. Citizen Potawatomi Nation Transit does not transport dialysis patients. COTS program transports for dialysis and other medical appointments. COTS hours also are different than the other two services.

Lincoln
405.695.1630

Logan
405.466.8249

COTS transports clients in the Shawnee city limits to areas in the Shawnee city limits for \$4.00 one way. If they are low-income seniors or veterans who qualify may schedule a ride for a discounted rate at \$2.00 one way. Outside the city limits, the cost will vary depending on where they start and where they are being transported, based on mileage. Rides must be scheduled at least 48 hours in advance.

Payne
405.624.2533

Pottawatomie
405.275.6060

For the 2020 year, COTS ran 124,596 revenue miles and provided 11,612 passenger trips. 9,818, or 85%, of these passenger trips were City of Shawnee residents. Due to the COVID pandemic, there was a decrease in numbers from the previous year. Several factors of COVID played a part in those decreases. One is that passengers were not scheduling any rides unless they were necessary for work or medical appointments. In addition, at times, COTS was short staff due to contact tracing or illness. In addition, COTS also had made a price increase in December 2019 that also affected the number of rides scheduled for the beginning of the year prior to COVID.

Seminole
405.382.1800

Volunteers
Impacting
People
(VIP)
405.275.7910

During the COVID 19 pandemic, we have purchased barriers to place between the drivers and clients in the vans. We also did not allow front seat passengers and decreased the number of people being transported. COTS must continue to use COVID 19 protocols

that includes PPE equipment such as gloves, masks, sanitizing equipment. COTS purchased sanitizing sprays to spray vehicles as well as office areas on a regular basis.

The following is a breakdown of City of Shawnee rides for the last two years, showing the decrease in Shawnee ridership due to COVID pandemic. The new category, COVID-19, shows trips where the drivers provided assistance in picking up and delivering pre-purchased orders for homebound individuals or those high risk categories that didn't get out of their homes during the pandemic.

Types of Rides	2019 (Annual numbers)	2020 (Annual numbers)
Education	357	235
Employment	4,406	2,138
Other/Nutrition	1,060	340
Recreation	1,975	235
Shopping	1,575	404
Medical/SoonerRide	8,649	5,986
COVID – 19	N/A	480
Total	18,022	9,818

COTS looks forward to providing leadership in coordinating efforts to expand transportation services for the City of Shawnee through work with partnerships including the City of Shawnee, other transit systems, and other funders. The City's financial support is vital to growing the program. The City's funding is just a part of the COTS annual budget. Other funding sources that assist with the annual budget includes Community Services Block Grant, ODOT 5311 grant, ODOT 5339 grants, State Revolving Funds, LogistiCare, and revenue received from the fares collected.

During this time of the COVID-19 pandemic, COTS is considered an essential service to continue to serve the City of Shawnee residents so they can receive medical treatments, including dialysis. While rides have decreased during this time, COTS staff is still working hard to provide vital services to its Shawnee residents.

In the request for proposal, it request any proposed changes to existing contract language or funding levels. COCAA doesn't have any contract language changes. However, COCAA only received \$63,000 of its request for \$70,000 last year due to city revenues being down because of the COVID pandemic. At the time the contracts were discussed, there was mention of contracts being looked at later in the year to give additional funding if revenues increased throughout the year. At this time, no additional funding has been given.

COCAA would like to request the continued support of the COTS program in the amount of \$79,000. This funding would be used for the following:

Drivers' salaries and fringe	\$50,500
Fuel	\$14,000
Vehicle insurance	\$ 5,000
Vehicle maintenance and repair	<u>\$ 9,500</u>
Total	\$79,000

This budget includes one full-time driver and one part-time driver. COTS is looking at hiring part-time drivers to work as back-up drivers for the full-time staff when they are out on leave or illness. During the COVID 19 pandemic, if COTS would have had the funding to allow for a part-time driver, there may not have been such a decrease in ridership as there were some weeks where more than one driver was not available for

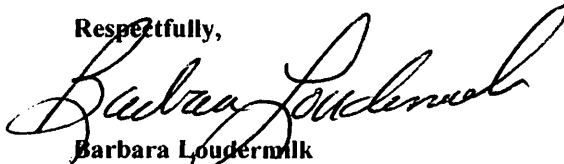
work. This part-time driver will have to complete all the necessary FTA required safety trainings as all of our full-time drivers must complete to be able to driver for our agency.

In addition to covering when other staff are out, this part-time driver will also be part of the expansion of a work route here in Shawnee. COTS just received award notifications to receive funding to purchase one 10-passenger micro-bus under the 5339b grant. COTS also anticipates receiving notification soon on approval for another 10-passenger micro-bus and one minivan through the 5310 grant.

The request for proposal requests a copy of COCAA's audit. The audit for 3/31/2020 is complete and has been included with this proposal.

Central Oklahoma Community Action Agency appreciates the City's continuing support of the Central Oklahoma Transit System. If you have any questions or need anything further, please feel free to contact us.

Respectfully,


Barbara Loudermilk
Executive Director


Tina Lowery
COTS Director

Enclosures

Central Oklahoma Community Action Agency, Inc.
Shawnee, Oklahoma

***REPORT ON AUDIT OF FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION***

For the Year Ended March 31, 2020

SAUNDERS & ASSOCIATES, PLLC

Certified Public Accountants

***630 East 17th Street
P. O. Box 1406
Ada, Oklahoma 74820
(580) 332-8548
FAX: (580) 332-2272
Website: www.saunderscpas.com***

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

TABLE OF CONTENTS

March 31, 2020

	<u>Page</u>
Independent Auditor's Report	1
FINANCIAL STATEMENTS:	
Statement of Financial Position	3
Statement of Activities.....	4
Statement of Functional Expenses.....	5
Statement of Cash Flows.....	6
Notes to Financial Statements.....	7
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards	12
Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance	14
SUPPLEMENTAL INFORMATION:	
Schedule of Expenditures of Federal Awards.....	16
Notes to Schedule of Expenditures of Federal Awards.....	17
Combining Statement of Financial Position – Without Donor Restrictions.....	18
Combining Statement of Financial Position – With Donor Restrictions	19
Combining Statement of Revenues, Expenses, and Changes in Net Assets – Without Donor Restrictions.....	26
Combining Statement of Revenues, Expenses, and Changes in Net Assets – With Donor Restrictions.....	27
Status of Prior Audit Findings	34
Schedule of Findings and Questioned Costs.....	35

Saunders & Associates, PLLC

Certified Public Accountants

630 East 17th Street * P. O. Box 1406 * Ada, Oklahoma 74820 * (580) 332-8548 * FAX: (580) 332-2272
Website: www.saunderscpas.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Central Oklahoma Community Action Agency, Inc.

We have audited the accompanying financial statements of Central Oklahoma Community Action Agency, Inc. (a nonprofit organization), which comprise the statement of financial position as of March 31, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Central Oklahoma Community Action Agency, Inc.'s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Central Oklahoma Community Action Agency, Inc.'s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Central Oklahoma Community Action Agency, Inc. as of March 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the financial statements. In addition, the accompanying supplemental information, as listed in the preceding table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required By Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 28, 2020 on our consideration of Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting and compliance.

Saunders & Associates, PLLC

SAUNDERS & ASSOCIATES, PLLC
Certified Public Accountants
Ada, Oklahoma

December 28, 2020

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

FINANCIAL STATEMENTS

1977-1978

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF FINANCIAL POSITION

March 31, 2020

Assets

Cash and Cash Equivalents	\$ 103,097
Accounts Receivable	221,854
Prepaid Expenses and Other Assets	7,948
Property and Equipment, Net	602,924
Total Assets	<u>\$ 935,823</u>

Liabilities

Accounts Payable	\$ 24,487
Accrued Expenses	48,052
Deferred Revenue	400
Note Payable	44,174
Total Liabilities	<u>117,113</u>

Net Assets

Without Donor Restrictions	348,770
With Donor Restrictions	469,940
Total Net Assets	<u>818,710</u>

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 935,823</u>
----------------------------------	-------------------

* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF ACTIVITIES

For the Year Ended March 31, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
<u>REVENUES</u>			
Federal Grants	\$ 0	\$ 1,089,733	\$ 1,089,733
State Grants	0	182,521	182,521
Local Grants	0	71,946	71,946
Donations	0	0	0
Program Revenue	0	298,542	298,542
Rental Revenue	29,038	7,682	36,720
United Way Allocation	10,241	13,509	23,750
In-Kind Revenues	0	27,154	27,154
Matching Revenue	0	9,678	9,678
Insure Oklahoma Revenue	0	19,989	19,989
Other Revenue	0	0	0
Net Assets Released From Restrictions	<u>1,732,809</u>	<u>(1,732,809)</u>	<u>0</u>
 Total Revenues	 <u>1,772,088</u>	 <u>(12,055)</u>	 <u>1,760,033</u>
 <u>EXPENSES</u>			
Program Expenses	1,139,723	0	1,139,723
Supporting Services -			
General and Administrative	609,558	0	609,558
Fundraising Expenses	0	0	0
Total Expenses	<u>1,749,281</u>	<u>0</u>	<u>1,749,281</u>
 Changes in Net Assets	 22,807	 (12,055)	 10,752
 Net Assets, Beginning of Year	 <u>325,963</u>	 <u>481,995</u>	 <u>807,958</u>
 NET ASSETS, END OF YEAR	 <u>\$ 348,770</u>	 <u>\$ 469,940</u>	 <u>\$ 818,710</u>

* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended March 31, 2020

EXPENSES	Program Expenses	Supporting Services		Total Expenses
		General and Administrative	Fundraising Expenses	
Salaries	\$ 595,426	\$ 306,735	\$ 0	\$ 902,161
Fringe Benefits	146,529	75,484	0	222,013
Contracted Expenses	13,848	20,687	0	34,535
Administration	0	0	0	0
Client Assistance	129,211	0	0	129,211
Training	1,767	4,123	0	5,890
Maintenance and Repairs	27,534	3,059	0	30,593
Rent and Storage	28,185	52,343	0	80,528
Utilities	7,189	3,871	0	11,060
Travel	53,013	17,671	0	70,684
Supplies	9,177	3,933	0	13,110
In-Kind Expense	27,154	0	0	27,154
Interest	0	0	0	0
Depreciation	28,405	12,173	0	40,578
Other Expense	24,403	10,458	0	34,861
Pass-Through Grant	0	32,952	0	32,952
Insurance	29,488	28,528	0	58,016
Advertising	0	2,522	0	2,522
Telephone	0	35,019	0	35,019
Direct Expense	18,394	0	0	18,394
TOTAL EXPENSES	\$ 1,139,723	\$ 609,558	\$ 0	\$ 1,749,281

* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF CASH FLOWS

For the Year Ended March 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Cash Provided (Used) by Operating Activities:

Change in Net Assets \$ 10,752

Adjustments to Reconcile Change in Net Assets to
Net Cash Provided (Used) by Operating Activities:

Depreciation 40,578

Gain on Sale of Assets 0

Changes in:

Accounts Receivable (62,341)

Prepaid Expenses (1,366)

Deferred Revenue (5,951)

Accrued Expenses (40,385)

Accounts Payable 8,636

Net Cash Provided (Used) by Operating Activities (50,077)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment (85,313)

Proceeds from Sale of Property 0

Net Cash Provided (Used) by Investing Activities (85,313)

CASH FLOWS FROM FINANCING ACTIVITIES

Note Received 45,000

Principle Payment on Notes Payable (826)

Net Cash Provided (Used) by Financing Activities 44,174

Net Increase (Decrease) in Cash (91,216)

Cash and Cash Equivalents, Beginning of Year 194,313

CASH AND EQUIVALENTS, END OF YEAR \$ 103,097

* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying financial statements is as follows:

Background – Central Oklahoma Community Action Agency, Inc. (COCAA), originally organized as Action, Incorporated is a nonprofit corporation established under the laws of the State of Oklahoma. COCAA was established to assist in developing, executing, and coordinating plans and programs authorized under the Economic Opportunity Act of 1964, and its subsequent amendments and other federal, state, and local laws and programs to alleviate poverty. The programs supported by COCAA include homeless shelters, food closets, transitional housing, transportation services, community centers, health clinics, and other services to promote self-sufficiency in low-income persons. These services are funded by various federal and state grants, as well as local government and private entity contracts, private grants, donations, and fees from those persons served. COCAA provides services in Pottawatomie, Cleveland, Logan, Payne, Seminole, and Lincoln Counties.

Basis of Accounting – The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America.

Financial Statement Presentation – The Organization is required to report information regarding its financial position and activities based on the existence of absence of donor-imposed restrictions as follows:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor imposed restrictions.

Board Designated Net Assets – Net assets without donor restrictions subject to self-imposed limits by action of the governing board. Board designated net assets may be earmarked for future programs, investment, contingencies, purchase or construction of fixed assets or other uses. COCAA currently has no board designated net assets.

Net Assets With Donor Imposed Restrictions – Net assets subject to donor-imposed stipulations that can be met either by actions of the Organization or the passage of time. Contributions with donor-imposed restrictions that are met in the same period as the contribution are accounted for as unrestricted contributions.

Estimates – The preparation of financial statements in conformity with the cash receipts and disbursements method of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents – The Organization defines cash and cash equivalents to be all cash and certificates of deposit with original maturities of three months or less. Cash equivalents of \$103,097 as of March 31, 2020 were invested with a major local financial institution.

Land, Building, and Equipment – Fixed assets with a historical cost when purchased or fair market value when donated of \$500 or more are capitalized. Depreciation on fixed assets is computed on the following estimated useful lives of the assets:

Buildings	20 years
Furniture	10 years
Computer equipment	5 years
Office equipment	5 – 10 years

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Advertising Expenses – Advertising costs are expensed as incurred. The Organization incurred advertising expenses of \$2,522 for the year ended March 31, 2020.

Allocated Expenses – Expenses by function have been allocated among program and supporting services classifications on the basis of time records on a reasonable basis which has been consistently applied. The expenses allocated are:

<u>Allocation Basis</u>	<u>Type of Cost</u>
Time Studies	Administrative Staff
Total Revenues	Auditing Services, Directors and Officers Liability Insurance, Dishonesty Bond
Square Footage	Space Costs, Utilities, Telephone

Concentrations of Credit Risk – Financial instruments, which potentially subject the Organization to concentrations of credit risk consist primarily of cash and cash equivalents, short-term investments and grants receivable. The Organization places its cash and certificates of deposit with high quality financial institutions. The Organization's management believes that credit risk has been reduced to an acceptable level and that the likelihood of material loss is low.

Subsequent Events – Management of COCAA has evaluated subsequent events through December 28, 2020, which is the date the financial statements were available to be issued.

Income Taxes and Uncertain Tax Positions – The Central Oklahoma Community Action Agency, Inc. (COCAA) qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1). COCAA currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

COCAA has adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more-likely-than-not be sustained upon examinations by taxing authorities. COCAA has analyzed tax positions taken for filing with the Internal Revenue Service and the Oklahoma Tax Commission and that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the financial condition, results of operations, or cash flows. Accordingly, COCAA has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions. Additionally, COCAA is subject to routine audits by taxing authorities for as far back as the previous three filing periods. There are currently no audits for any tax periods in progress.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2020

NOTE 2: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects COCAA's financial assets as of the statement of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions or board mandated restriction within one year of the statement of financial position date. Donor-restricted resources are available to support general expenditures to the extent that restrictions on those resources will be met by conducting the normal activities of COCAA's programs in the coming year.

Financial assets at year end	\$ 324,951
Less those unavailable for general expenditures within one year	
Contractual or Donor Imposed Restrictions	<u>0</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 324,951</u>

NOTE 3: CASH AND INVESTMENTS

Deposits with banks and financial institutions are carried at monetary value. The table presented below is designed to disclose the level of custody credit risk assumed by the Organization based upon how its deposits were insured or secured with collateral at March 31, 2020. The categories of credit risk are defined as follows:

Category 1 – Insured by FDIC or collateralized by securities held by the Organization or by its agent in its name.

Category 2 – Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the Organization's name.

Category 3 – Deposits which are not collateralized or insured.

A summary of the deposits at March 31, 2020 consisted of the followings:

<u>Type of Deposits</u>	<u>March 31, 2020</u>				
	<u>Balance</u>	<u>Custody (Category 1)</u>	<u>Credit Risk (Category 2)</u>	<u>Uninsured (Category 3)</u>	<u>Carrying Value</u>
Demand Deposits	<u>\$ 163,228</u>	<u>\$ 163,228</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

NOTE 4: ACCOUNTS RECEIVABLE

Accounts receivable, consisting of advances to sub-grantees and local project service contracts are carried at monetary value. The Organization did not recognize any allowance for uncollectible amounts at March 31, 2020.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2020

NOTE 5: FIXED ASSETS

A summary of changes in fixed assets for the year ended March 31, 2020, is as follows:

	<u>03/31/19</u>	<u>Additions</u>	<u>Dispositions</u>	<u>03/31/20</u>
Land	\$ 133,160	\$ 0	\$ 0	\$ 133,160
Buildings	641,417	45,000	0	686,417
Furniture and Equipment	25,676	0	0	25,676
Vehicles	<u>220,359</u>	<u>40,313</u>	<u>0</u>	<u>260,672</u>
Total	1,020,612	85,313	0	1,105,925
Accumulated Depreciation	<u>(462,423)</u>	<u>(40,578)</u>	<u>0</u>	<u>(503,001)</u>
Fixed Assets, Net	<u>\$ 558,189</u>	<u>\$ 44,734</u>	<u>\$ 0</u>	<u>\$ 602,924</u>

Current year depreciation totaled \$40,578 and was charged to the Central Oklahoma Transit System Fund 500 and the General Fund 990.

NOTE 6: RETIREMENT PLAN

COCAA has a defined contribution 401(k) pension plan covering substantially all of its employees. Employees are vested after one year of service and contributions are matched to employee contributions with a cap at 5%. The contributions during 2020 were \$28,829.

NOTE 7: RELATED PARTY TRANSACTIONS

COCAA provided services to individuals who were related to management or the governing body. Services provided to the related persons included medical care, financial counseling, housing assistance, food, life skills training, weatherization assistance, energy efficiency education, tax preparation, utility assistance, transportation and rent/mortgage assistance. The Board of Directors approves all such transactions.

NOTE 8: ECONOMIC DEPENDENCY

COCAA receives a significant portion of its revenue from funds provided through federal and state grants. The grant amounts are appropriated each year by the federal and state agencies. If significant budget cuts are made at the federal and/or state level, the amount of the funds the organization receives could be reduced significantly and have an adverse impact on its operations.

NOTE 9: NOTE PAYABLE

A loan dated January 6, 2020 was obtained to purchase a building for renovation. A COCAA CD was used as collateral for the note. The entire note is considered current. The note was for \$45,000 with an interest rate of 3.7% and a balance of \$44,174 as of March 31, 2020.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2020

NOTE 10: LEASES

COCAA leases certain property with terms of 12 months or less. The leases are classified as short term operating leases with subsequent year obligations totaling approximately \$78,625 for the year ended March 31, 2020. Rental expense for leased property for the ended March 31, 2020 was \$78,625.

NOTE 11: CONTINGENT LIABILITIES

In the normal course of operations, the Organization participates in a number of federal and state assisted grant programs. These programs are subject to audit by the grantors or their representatives. Such audits could lead to requests for reimbursement to the grantor agency for expenditures disallowed under the terms of the grant. Presently, the Organization has no such requests pending, and in the opinion of management, any such amounts would not be considered material.

NOTE 12: RISKS AND UNCERTAINTIES

In early March 2020, the COVID-19 virus was declared a global pandemic, and it unfortunately continues to spread rapidly. Business continuity, including supply chains and consumer demand across a broad range of industries and countries, could be severely impacted for months or more, as governments and their citizens take significant and unprecedented measures to mitigate the consequences of the pandemic. Management is carefully monitoring the situation and evaluating its options during this time. No adjustments have been made to these financial statements as a result of this uncertainty.

Saunders & Associates, PLLC

Certified Public Accountants

630 East 17th Street * P. O. Box 1406 * Ada, Oklahoma 74820 * (580) 332-8548 * FAX: (580) 332-2272
Website: www.saunderscpas.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Central Oklahoma Community Action Agency, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Central Oklahoma Community Action Agency, Inc. (a non-profit organization), which comprise the statement of financial position as of March 31, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 28, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Central Oklahoma Community Action Agency, Inc.'s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Central Oklahoma Community Action Agency, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Central Oklahoma Community Action Agency, Inc.'s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Saunders & Associates, PLLC

SAUNDERS & ASSOCIATES, PLLC
Certified Public Accountants
Ada, Oklahoma

December 28, 2020

Saunders & Associates, PLLC

Certified Public Accountants

630 East 17th Street * P. O. Box 1406 * Ada, Oklahoma 74820 * (580) 332-8548 * FAX: (580) 332-2272
Website: www.saunderscpas.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Central Oklahoma Community Action Agency, Inc.

Report on Compliance for Each Major Program

We have audited Central Oklahoma Community Action Agency, Inc.'s compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of Central Oklahoma Community Action Agency, Inc.'s major federal programs for the year ended March 31, 2020. Central Oklahoma Community Action Agency, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Central Oklahoma Community Action Agency, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Central Oklahoma Community Action Agency, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Central Oklahoma Community Action Agency, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Central Oklahoma Community Action Agency, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2020.

Report on Internal Control Over Compliance

Management of Central Oklahoma Community Action Agency, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Central Oklahoma Community Action Agency, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected, and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Saunders & Associates, PLLC

SAUNDERS & ASSOCIATES, PLLC
Certified Public Accountants
Ada, Oklahoma

December 28, 2020

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the investigation. The investigator must identify the problem and the scope of the investigation.

SUPPLEMENTAL INFORMATION

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

March 31, 2020

Federal Grantor Pass-Through Grantor/Program Title	Fund No.	CFDA No.	Pass - Through Entity Identifying Number	Grantor No.	Expenditures
Federal Programs:					
U. S. Department of Health and Human Services:					
<u>Oklahoma Department of Commerce:</u>			94776655		
Community Services Block Grant	901	93.569		17472 CSBG 18	\$ 3,500
Community Services Block Grant	904	93.569		17378 CSBG 18 & 17604 CSBG 19	5,644
Community Services Block Grant	362	93.569		17690 CSBG 19	8,818
Community Services Block Grant	361	93.569		17479 CSBG 19	9,390
Community Services Block Grant	360	93.569		17216 CSBG 18	4,727
Community Services Block Grant	905	93.569		17495 CSBG 19	5,897
Community Services Block Grant	914	93.569		17160 CSBG 18	281,769
Community Services Block Grant	915	93.569		17434 CSBG 19	513,227
Total Oklahoma Department of Commerce					<u>832,972</u>
U. S. Department of Transportation					
<u>Oklahoma Department of Transportation:</u>			N/A		
Section 5311 Transportation	500	20.509		FTA5311-TP-20(380)	126,790
Section 5311 Rural Transit Assistance Program (RFAP)	500	20.509		FTARTAP-0945(122)	1,899
Section 5311 Transportation	501	20.509 - COVID-19		FTA5311-CARE(402)	30,805
Section 5339 Bus and Bus Facilities	500	20.526		FTA5339-TP19(027)	34,266
Total Oklahoma Department Transportation					<u>193,760</u>
U. S. Department of Homeland Security					
Emergency Food and Shelter Program	401	97.024		N/A	47,351
Total Department of Homeland Security					<u>47,351</u>
U. S. Department of Housing and Urban Development					
Emergency Solutions Grant Program	650	14.231		17667 ESG19	16,356
Emergency Solutions Grant Program	650	14.231		17387 ESG18	10,798
Total Department of Housing and Urban Development					<u>27,154</u>
TOTAL FEDERAL AWARDS					<u>\$ 1,101,237</u>

* See accompanying notes to this schedule.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

March 31, 2020

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards include the federal grant activity of Central Oklahoma Community Action Agency, Inc., (COCAA) under programs of the of the federal government for the year ended March 31, 2020. The information in this schedule is in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Because the schedule presents only a portion of the operations of COCAA, it is not intended to, and does not present the financial position, changes in net position, or cash flows of COCAA.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in *Uniform Guidance*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3: INDIRECT COST

The Organization has elected not to use the 10 percent *de minimis* indirect cost rate as allowed under the *Uniform Guidance*.

NOTE 4: RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Amounts reported in the accompanying schedules may not agree with the amounts reported in the related financial reports filed with the grantor agencies because of accruals made in the schedule which will be included in future reports filed with those agencies.

NOTE 5: CONTINGENT LIABILITIES

The organization participates in a number of federally assisted programs. These programs are audited in accordance with *Government Auditing Standards* and the *Single Audit Act Amendments of 1996*, if applicable, in accordance with the required levels of Federal Financial Assistance. Audits of prior years have not resulted in any significant disallowed costs; however, grantor agencies may provide for further examinations.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITHOUT DONOR RESTRICTIONS

March 31, 2020

	Payroll 100	Local 310	Rent Income 705	Housing 710	General 990	Without Donor Restrictions Total
<u>Assets</u>						
Cash and Cash Equivalents	\$ 74	\$ 3,375	\$ 1,524	\$ 1,730	\$ 49,934	\$ 56,637
Accounts Receivable	0		0	500	0	500
Due From Other Funds	0	30,728	3,446	104,077	0	138,251
Prepaid Expenses and Other Assets	0	0	18	216	2,725	2,959
Property and Equipment, Net	0	1,439	0	684	459,320	461,443
TOTAL ASSETS	\$ 74	\$ 35,542	\$ 4,988	\$ 107,207	\$ 511,979	\$ 659,790
<u>Liabilities</u>						
Accounts Payable	\$ 0	\$ 664	\$ 0	\$ 0	\$ 300	\$ 964
Accrued Expenses	0	0	0	200	0	200
Due to Other Funds	152,689	0	0	0	157,060	309,749
Note Payable		0	0	0	107	107
Total Liabilities	152,689	664	0	200	157,467	311,020
<u>Net Assets</u>						
Without Donor Restrictions	(152,615)	34,878	4,988	107,007	354,512	348,770
With Donor Restrictions		0	0	0	0	0
Total Net Assets	(152,615)	34,878	4,988	107,007	354,512	348,770
TOTAL LIABILITIES AND NET ASSETS	\$ 74	\$ 35,542	\$ 4,988	\$ 107,207	\$ 511,979	\$ 659,790

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	CSBG 360	CSBG 361	CSBG 362	CDBG 380	Fundraiser Shawnee United 385
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 67	\$ 0	\$ 1,706	\$ 0	\$ 1,399
Accounts Receivable	0	0	4,762	355	0
Due From Other Funds	0	297	0	0	8,417
Prepaid Expenses and Other Assets	0	0	0	0	0
Property and Equipment, Net	0	0	0	0	0
TOTAL ASSETS	\$ 67	\$ 297	\$ 6,468	\$ 355	\$ 9,816
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ 0	\$ 161	\$ 0	\$ 78
Accrued Expenses	0	0	0	0	0
Due to Other Funds	67	0	4,779	355	0
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	67	0	4,940	355	78
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	0	297	1,528	0	9,738
Total Net Assets	0	297	1,528	0	9,738
TOTAL LIABILITIES AND NET ASSETS	\$ 67	\$ 297	\$ 6,468	\$ 355	\$ 9,816

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	United Way 390	Healty Steps 395	Parents as Teachers 396	Emergency Food & Shelter 401
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 987	\$ 7,349	\$ 97	\$ 6,465
Accounts Receivable	0	0	0	0
Due From Other Funds	0	8,863	0	16,493
Prepaid Expenses and Other Assets	0	380	0	0
Property and Equipment, Net	0	0	0	0
TOTAL ASSETS	\$ 987	\$ 16,592	\$ 97	\$ 22,958
<u>LIABILITIES</u>				
Accounts Payable	\$ 0	\$ 337	\$ 0	\$ 3,071
Accrued Expenses	0	3,195	0	0
Due to Other Funds	0	0	97	0
Deferred Revenue	0	0	0	0
Note Payable	0	0	0	0
Total Liabilities	0	3,532	97	3,071
<u>NET ASSETS</u>				
Without Donor Restrictions	0	0	0	0
With Donor Restrictions	987	13,060	0	19,887
Total Net Assets	987	13,060	0	19,887
TOTAL LIABILITIES AND NET ASSETS	\$ 987	\$ 16,592	\$ 97	\$ 22,958

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	Elite Repeat 410	Meals on Wheels 420	Shoes That Fit 430	Social Services 440	Discretionary MOW 450
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 0	\$ 4,341	\$ 5,214	\$ 0	\$ 671
Accounts Receivable	0	0	0	798	0
Due From Other Funds	2,144	0	6,355	0	0
Prepaid Expenses and Other Assets	0	0	0	0	0
Property and Equipment, Net	0	0	0	0	0
TOTAL ASSETS	\$ 2,144	\$ 4,341	\$ 11,569	\$ 798	\$ 671
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ 2,632	\$ 0	\$ 0	\$ 0
Accrued Expenses	0	1,119	0	0	0
Due to Other Funds	0	590	0	798	1,343
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	0	4,341	0	798	1,343
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	2,144	0	11,569	0	(672)
Total Net Assets	2,144	0	11,569	0	(672)
TOTAL LIABILITIES AND NET ASSETS	\$ 2,144	\$ 4,341	\$ 11,569	\$ 798	\$ 671

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	Wegener Foundation 455	RX 19 CAA 491	COTS 500	Cares COTS 501	HUD Building 610
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 0	\$ 0	\$ 455	\$ 3,588	\$ 0
Accounts Receivable	0	10,348	85,452	30,805	0
Due From Other Funds	2,753	0	0	0	0
Prepaid Expenses and Other Assets	0	0	2,948	0	0
Property and Equipment, Net	0	0	79,703	0	45,000
TOTAL ASSETS	\$ 2,753	\$ 10,348	\$ 168,558	\$ 34,393	\$ 45,000
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ 0	\$ 3,366	\$ 0	\$ 0
Accrued Expenses	0	1,584	0	19,993	0
Due to Other Funds	0	8,764	118,933	14,400	933
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	44,067
Total Liabilities	0	10,348	122,299	34,393	45,000
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	2,753	0	46,259	0	0
Total Net Assets	2,753	0	46,259	0	0
TOTAL LIABILITIES AND NET ASSETS	\$ 2,753	\$ 10,348	\$ 168,558	\$ 34,393	\$ 45,000

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	Emergency Solutions 650	Trafficking 675	House 1425 Duplexes 700	VIP 850	VITA 890
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 88	\$ 420	\$ 2,860	\$ 0	\$ 0
Accounts Receivable	4,108	0	0	0	0
Due From Other Funds	0	0	24,832	0	0
Prepaid Expenses and Other Assets	0	0	307	35	0
Property and Equipment, Net	0	0	0	0	0
TOTAL ASSETS	\$ 4,196	\$ 420	\$ 27,999	\$ 35	\$ 0
<u>LIABILITIES</u>					
Accounts Payable	\$ 425	\$ 0	\$ 126	\$ 0	\$ 0
Accrued Expenses	355	0	0	0	0
Due to Other Funds	3,416	0	0	35	0
Deferred Revenue	0	0	400	0	0
Note Payable	0	0	0	0	0
Total Liabilities	4,196	0	526	35	0
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	0	420	27,473	0	0
Total Net Assets	0	420	27,473	0	0
TOTAL LIABILITIES AND NET ASSETS	\$ 4,196	\$ 420	\$ 27,999	\$ 35	\$ 0

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	CSBG Discretionary 901	CSBG 18 & 19 904	CSBG 905	CSBG 18 914	CSBG 19 915
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 351	\$ 0	\$ 2,244	\$ 450	\$ 1,292
Accounts Receivable	0	0	2,577	0	74,950
Due From Other Funds	0	0	0	0	0
Prepaid Expenses and Other Assets	0	0	0	400	903
Property and Equipment, Net	0	0	0	0	0
TOTAL ASSETS	\$ 351	\$ 0	\$ 4,821	\$ 850	\$ 77,145
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ 0	\$ 0	\$ 0	\$ 7,718
Accrued Expenses	0	0	2,766	0	14,346
Due to Other Funds	351	0	2,055	580	62,673
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	351	0	4,821	580	84,737
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	0	0	0	270	(7,592)
Total Net Assets	0	0	0	270	(7,592)
TOTAL LIABILITIES AND NET ASSETS	\$ 351	\$ 0	\$ 4,821	\$ 850	\$ 77,145

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	SAFCAA 20 952	SAFCAA 20 953	Avedis Discretionary 960	Total With Donor Restrictions Fund
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 0	\$ 1,718	\$ 4,698	\$ 46,460
Accounts Receivable	2,575	4,624	0	221,354
Due From Other Funds	2,575	0	322,795	395,524
Prepaid Expenses and Other Assets	0	0	16	4,989
Property and Equipment, Net	0	0	16,778	141,481
TOTAL ASSETS	\$ 5,150	\$ 6,342	\$ 344,287	\$ 809,808
<u>LIABILITIES</u>				
Accounts Payable	\$ 5,150	\$ 0	\$ 459	\$ 23,523
Accrued Expenses	0	2,485	2,009	47,852
Due to Other Funds	0	3,857	0	224,026
Deferred Revenue	0	0	0	400
Note Payable	0	0	0	44,067
Total Liabilities	5,150	6,342	2,468	339,868
<u>NET ASSETS</u>				
Without Donor Restrictions	0	0	0	0
With Donor Restrictions	0	0	341,819	469,940
Total Net Assets	0	0	341,819	469,940
TOTAL LIABILITIES AND NET ASSETS	\$ 5,150	\$ 6,342	\$ 344,287	\$ 809,808

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITHOUT DONOR RESTRICTIONS

March 31, 2020

	Payroll 100	Local 310	Rent Income 705	Housing 710	General 990	Without Donor Restrictions Total
Revenues and Gains						
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
State Grants	0	0	0	0	0	0
Local Grants	0	0	0	0	0	0
Donations	0	0	0	0	0	0
Program Revenue	0	27,225	0	0	1,813	29,038
Rental Revenue	0	0	6,658	3,583	0	10,241
United Way Allocation	0	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0	0
Matching Revenue	0	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0	0
Other Revenue	0	0	0	0	0	0
Total Revenue and Gains	<u>0</u>	<u>27,225</u>	<u>6,658</u>	<u>3,583</u>	<u>1,813</u>	<u>39,279</u>
Expenses and Losses						
Salaries	0	0	0	0	137	137
Fringe Benefits	0	0	0	0	(47,173)	(47,173)
Contract Expenses	0	0	0	0	31	31
Administration	0	0	0	0	0	0
Client Assistance	0	26,189	0	0	2,810	28,999
Training	0	100	0	0	91	191
Repair and Maintenance	0	0	565	0	860	1,425
Rent and Storage	0	0	0	0	0	0
Utilities	0	0	4,064	0	812	4,876
Travel	0	152	94	0	859	1,105
Supplies	0	376	0	0	978	1,354
Direct Expenses	0	0	201	0	0	201
Interest	0	0	0	0	0	0
Depreciation	0	0	0	0	20,090	20,090
Other Expenses	0	326	148	0	854	1,328
Pass-Through Grants	0	0	0	0	0	0
Insurance Expense	0	0	149	0	855	1,004
Advertising Expense	0	0	0	1,823	10	1,833
Telephone	0	82	704	0	285	1,071
In-Kind	0	0	0	0	0	0
Total Expenses and Losses	<u>0</u>	<u>27,225</u>	<u>5,925</u>	<u>1,823</u>	<u>(18,501)</u>	<u>16,472</u>
Change in Net Assets	0	0	733	1,760	20,314	22,807
Net Assets, Beginning of Year	<u>(152,615)</u>	<u>34,878</u>	<u>4,255</u>	<u>105,247</u>	<u>334,198</u>	<u>325,963</u>
Net Assets, End of Year	<u>\$ (152,615)</u>	<u>\$ 34,878</u>	<u>\$ 4,988</u>	<u>\$ 107,007</u>	<u>\$ 354,512</u>	<u>\$ 348,770</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	CSBG 360	CSBG 361	CSBG 362	CDBG 380	Fundraiser Shawnee United 385
Revenues and Gains					
Federal Grants	\$ 4,727	\$ 9,687	\$ 10,346	\$ 0	\$ 0
State Grants	0	0	0	0	0
Local Grants	0	0	0	4,426	0
Donations	0	0	0	0	0
Program Revenue	0	0	0	0	500
Rental Revenue	0	0	0	0	0
United Way Allocation	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	<u>4,727</u>	<u>9,687</u>	<u>10,346</u>	<u>4,426</u>	<u>500</u>
Expenses and Losses					
Salaries	0	0	0	0	0
Fringe Benfits	0	0	0	0	0
Contract Expenses	0	137	161	0	144
Administration	0	0	0	0	0
Client Assistance	4,727	8,760	8,647	4,426	0
Training	0	0	0	0	0
Repair and Maintenance	0	0	0	0	5
Rent and Storage	0	0	0	0	216
Utilities	0	0	0	0	0
Travel	0	446	0	0	0
Supplies	0	0	0	0	71
Direct Expenses	0	0	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	47	0	0	5
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	0	0	24
Advertising Expense	0	0	0	0	0
Telephone	0	0	10	0	0
In-Kind	0	0	0	0	0
Total Expenses and Losses	<u>4,727</u>	<u>9,390</u>	<u>8,818</u>	<u>4,426</u>	<u>465</u>
Change in Net Assets	0	297	1,528	0	35
Net Assets, Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9,703</u>
Net Assets, End of Year	<u>\$ 0</u>	<u>\$ 297</u>	<u>\$ 1,528</u>	<u>\$ 0</u>	<u>\$ 9,738</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	United Way 390	Healy Steps 395	Parents as Teachers 396	Emergency Food & Shelter 401
<u>Revenues and Gains</u>				
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 0
State Grants	0	0	0	67,238
Local Grants	0	0	0	0
Donations	0	0	0	0
Program Revenue	0	76,419	9,898	0
Rental Revenue	0	0	0	0
United Way Allocation	3,009	0	0	0
In-Kind Revenue	0	0	0	0
Matching Revenue	0	0	9,678	0
Insure Oklahoma Revenue	0	0	0	0
Other Revenue	0	0	0	0
Total Revenue and Gains	<u>3,009</u>	<u>76,419</u>	<u>19,576</u>	<u>67,238</u>
<u>Expenses and Losses</u>				
Salaries	0	52,317	9,471	0
Fringe Benfits	0	11,691	1,292	0
Contract Expenses	0	2,080	6,467	0
Administration	0	0	0	0
Client Assistance	2,022	0	0	47,351
Training	0	0	263	0
Repair and Maintenance	0	256	0	0
Rent and Storage	0	0	17	0
Utilities	0	0	0	0
Travel	0	0	344	0
Supplies	0	0	124	0
Direct Expenses	0	0	0	0
Interest	0	0	0	0
Depreciation	0	0	0	0
Other Expenses	0	61	937	0
Pass-Through Grants	0	0	0	0
Insurance Expense	0	2,923	461	0
Advertising Expense	0	0	0	0
Telephone	0	81	200	0
In-Kind	0	0	0	0
Total Expenses and Losses	<u>2,022</u>	<u>69,409</u>	<u>19,576</u>	<u>47,351</u>
Change in Net Assets	987	7,010	0	19,887
Net Assets, Beginning of Year	<u>0</u>	<u>6,050</u>	<u>0</u>	<u>0</u>
Net Assets, End of Year	<u><u>\$ 987</u></u>	<u><u>\$ 13,060</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 19,887</u></u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	Elite Repeat 410	Meals on Wheels 420	Shoes That Fit 430	Social & Voluntary Services 440	Discretionary MOW 450
Revenues and Gains					
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	0	22,479	5,745	49	875
Rental Revenue	0	0	0	0	0
United Way Allocation	0	10,500	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	0	32,979	5,745	49	875
Expenses and Losses					
Salaries	0	7,517	0	0	0
Fringe Benefits	0	1,448	0	0	0
Contract Expenses	0	0	0	0	0
Administration	0	0	0	0	0
Client Assistance	0	0	0	49	0
Training	0	211	0	0	875
Repair and Maintenance	0	0	0	0	0
Rent and Storage	0	0	0	0	0
Utilities	0	0	0	0	0
Travel	0	4,801	121	0	672
Supplies	0	16	727	0	0
Direct Expenses	0	18,193	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	175	0	0	0
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	0	0	0
Advertising Expense	0	0	0	0	0
Telephone	0	618	0	0	0
In-Kind	0	0	0	0	0
Total Expenses and Losses	0	32,979	848	49	1,547
Change in Net Assets	0	0	4,897	0	(672)
Net Assets, Beginning of Year	2,144	0	6,672	0	0
Net Assets, End of Year	<u>\$ 2,144</u>	<u>\$ 0</u>	<u>\$ 11,569</u>	<u>\$ 0</u>	<u>\$ (672)</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	Wegener Foundation 455	RX 19 CAA OK 491	COTS 500	Cares COTS 501	HUD Building 610
Revenues and Gains					
Federal Grants	\$ 0	\$ 0	\$ 204,300	\$ 30,805	\$ 0
State Grants	0	41,579	0	0	0
Local Grants	0	0	67,520	0	0
Donations	0	0	0	0	0
Program Revenue	0	0	104,922	0	0
Rental Revenue	0	0	0	0	0
United Way Allocation	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	19,989	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	0	41,579	396,731	30,805	0
Expenses and Losses					
Salaries	0	30,099	216,365	21,098	0
Fringe Benefits	0	10,380	81,778	9,707	0
Contract Expenses	0	0	8,015	0	0
Administration	0	0	0	0	0
Client Assistance	0	0	0	0	0
Training	0	0	2,285	0	0
Repair and Maintenance	0	0	7,298	0	0
Rent and Storage	0	0	8,363	0	0
Utilities	0	0	192	0	0
Travel	0	0	48,295	0	0
Supplies	0	0	1,739	0	0
Direct Expenses	0	0	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	20,488	0	0
Other Expenses	0	1,100	5,806	0	0
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	33,545	0	0
Advertising Expense	0	0	448	0	0
Telephone	0	0	8,784	0	0
In-Kind	0	0	0	0	0
Total Expenses and Losses	0	41,579	443,401	30,805	0
Change in Net Assets	0	0	(46,670)	0	0
Net Assets, Beginning of Year	2,753	0	92,929	0	0
Net Assets, End of Year	<u>\$ 2,753</u>	<u>\$ 0</u>	<u>\$ 46,259</u>	<u>\$ 0</u>	<u>\$ 0</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	Emergency Solutions 650	Trafficing 675	House 1425 Duplexes 700	VIP 850	VITA 890
Revenues and Gains					
Federal Grants	\$ 27,154	\$ 0	\$ 0	\$ 0	\$ 0
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	0	520	0	5,350	1,317
Rental Revenue	0	0	7,682	0	0
United Way Allocation	0	0	0	0	0
In-Kind Revenue	27,154	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	<u>54,308</u>	<u>520</u>	<u>7,682</u>	<u>5,350</u>	<u>1,317</u>
Expenses and Losses					
Salaries	2,224	0	0	0	0
Fringe Benfits	480	0	0	0	0
Contract Expenses	320	0	233	0	0
Administration	0	0	0	0	0
Client Assistance	24,130	100	0	0	0
Training	0	0	0	0	0
Repair and Maintenance	0	0	1,070	0	0
Rent and Storage	0	0	0	0	870
Utilities	0	0	0	0	87
Travel	0	0	0	3,950	0
Supplies	0	0	410	634	0
Direct Expenses	0	0	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	0	0	299	0
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	2,597	293	0
Advertising Expense	0	0	0	0	0
Telephone	0	0	64	174	360
In-Kind	27,154	0	0	0	0
Total Expenses and Losses	<u>54,308</u>	<u>100</u>	<u>4,374</u>	<u>5,350</u>	<u>1,317</u>
Change in Net Assets	0	420	3,308	0	0
Net Assets, Beginning of Year	<u>0</u>	<u>0</u>	<u>24,165</u>	<u>0</u>	<u>0</u>
Net Assets, End of Year	<u>\$ 0</u>	<u>\$ 420</u>	<u>\$ 27,473</u>	<u>\$ 0</u>	<u>\$ 0</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	CSBG Discretionary 901	CSBG 18 & 19 904	CSBG 905	CSBG '18 914	CSBG '19 915
<u>Revenues and Gains</u>					
Federal Grants	\$ 3,500	\$ 5,644	\$ 5,897	\$ 282,038	\$ 505,635
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	0	0	0	0	0
Rental Revenue	0	0	0	0	0
United Way Allocation	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	<u>3,500</u>	<u>5,644</u>	<u>5,897</u>	<u>282,038</u>	<u>505,635</u>
<u>Expenses and Losses</u>					
Salaries	0	0	4,872	168,524	305,667
Fringe Benefits	0	0	950	55,792	79,060
Contract Expenses	0	0	0	2,101	13,977
Administration	0	0	0	0	0
Client Assistance	0	0	0	0	0
Training	1,230	0	75	(239)	800
Repair and Maintenance	0	0	0	7,532	12,108
Rent and Storage	0	5,644	0	23,528	39,860
Utilities	0	0	0	1,788	4,070
Travel	2,270	0	0	2,084	6,596
Supplies	0	0	0	3,656	3,899
Direct Expenses	0	0	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	0	0	3,524	20,623
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	0	6,648	10,295
Advertising Expense	0	0	0	82	159
Telephone	0	0	0	6,748	16,113
In-Kind	0	0	0	0	0
Total Expenses and Losses	<u>3,500</u>	<u>5,644</u>	<u>5,897</u>	<u>281,768</u>	<u>513,227</u>
Change in Net Assets	0	0	0	270	(7,592)
Net Assets, Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Assets, End of Year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 270</u>	<u>\$ (7,592)</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2020

	SAFCAA 20 952	SAFCAA 20 953	Avedis Discretionary 960	Total With Donor Restrictions Fund
Revenues and Gains				
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 1,089,733
State Grants	33,729	39,975	0	182,521
Local Grants	0	0	0	71,946
Donations	0	0	0	0
Program Revenue	0	0	70,468	298,542
Rental Revenue	0	0	0	7,682
United Way Allocation	0	0	0	13,509
In-Kind Revenue	0	0	0	27,154
Matching Revenue	0	0	0	9,678
Insure Oklahoma Revenue	0	0	0	19,989
Other Revenue	0	0	0	0
Total Revenue and Gains	33,729	39,975	70,468	1,720,754
Expenses and Losses				
Salaries	777	35,728	47,365	902,024
Fringe Benefits	0	4,247	12,361	269,186
Contract Expenses	0	0	869	34,504
Administration	0	0	0	0
Client Assistance	0	0	0	100,212
Training	0	0	199	5,699
Repair and Maintenance	0	0	899	29,168
Rent and Storage	0	0	2,030	80,528
Utilities	0	0	47	6,184
Travel	0	0	0	69,579
Supplies	0	0	480	11,756
Direct Expenses	0	0	0	18,193
Interest	0	0	0	0
Depreciation	0	0	0	20,488
Other Expenses	0	0	956	33,533
Pass-Through Grants	32,952	0	0	32,952
Insurance Expense	0	0	226	57,012
Advertising Expense	0	0	0	689
Telephone	0	0	796	33,948
In-Kind	0	0	0	27,154
Total Expenses and Losses	33,729	39,975	66,228	1,732,809
Change in Net Assets	0	0	4,240	(12,055)
Net Assets, Beginning of Year	0	0	337,579	481,995
Net Assets, End of Year	\$ 0	\$ 0	\$ 341,819	\$ 469,940

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATUS OF PRIOR AUDIT FINDINGS

March 31, 2020

Section II – Financial Statement Findings and Questioned Costs

2019-001 RECORD RECEIVABLE WHEN REALIZABLE AND EARNED, NOT WHEN CASH IS RECEIVED

Condition: The organization received two cash payments in fiscal year 2020 that pertained to 2019 activity. Although these transactions were earned in 2019, the Organization incorrectly recorded the revenue in 2020 when payments were received.

Current Status: This finding can be cleared.

Section III – Federal Awards Findings and Questioned Costs:

Note reported.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended March 31, 2020

Section I – Summary of Auditor's Results

Financial Statements:

Type of Auditor's Report Issued: Unmodified

Internal Control Over Financial Reporting:

Material Weakness(es) identified? ☐ Yes ☒ No

Significant deficiencies identified? ☐ Yes ☒ None Reported

Noncompliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards:

Internal Control Over Major Programs:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiencies identified? ☐ Yes ☒ None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance? ☐ Yes ☒ No

Dollar threshold used to distinguish between Type A and Type B programs \$750,000

Auditee qualified as low-risk auditee? ☒ Yes ☐ No

Identification of Major Programs:

CFDA #
93.569

PROGRAM TITLE
Community Services Block Grant

Section II – Financial Statement Findings and Questioned Costs:

None reported.

Section III – Federal Awards Findings and Questioned Costs:

None reported

Regular Board of Commissioners

7.

Meeting Date: 06/07/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action to approve the renewal of the contract with Safe Events for Families for Fiscal Year 2021-2022.

Attachments

Memo

Proposed Contract FY 21-22

Packet



Office of City Clerk

MEMORANDUM

Date: Monday, June 7, 2021

To: The Honorable Mayor and City Commission

From: Kacie Eck, Senior Deputy City Clerk

Regarding: Community Service Contract Review Committee Recommendations

The Community Service Contract Review Committee respectfully submits the following recommendations regarding contracts for Fiscal Year 2021-2022.

- To renew a contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for Fiscal Year 2021-2022 in the amount of \$75,000.00.
- To renew a contract with Safe Events for Families for Fiscal Year 2021-2022 for a six-month period of July 1, 2021 to December 31, 2021 to reimburse eligible expenses for events up to \$40,000.00. To modify Section 3.B. to clarify the individual to review submitted invoices for approval of payment. To modify Section 7 to remove an audit requirement and add a right of inspection by the City Manager, or designee.
- To renew a contract with Shawnee Forward for Fiscal Year 2021-2022 in the amount of \$295,000.00 and strike Section 1.6.C. from the proposed contract, contingent upon the Pottawatomie County District Attorney's legal opinion.

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SAFE EVENTS FOR FAMILIES

This Agreement is entered into this 1st day of July, 2021, by and between the City of Shawnee, Oklahoma, a municipal corporation hereinafter the "CITY", and Safe Events for Families hereinafter called "SEFF".

WITNESSETH

WHEREAS, the CITY is in need of certain goods and services, and

WHEREAS, SEFF has represented that it possesses the skills and abilities to provide such goods and services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SEFF agrees to provide and furnish such goods and services, to wit: the development of family-oriented events providing a safe and entertaining community atmosphere. Those events shall include, but not be limited to, Boo on Bell Street and the Downtown Christmas Parade.
2. SEFF agrees to provide and furnish such goods and services to commence on 1st day of July, 2021, and to continue until the 31st day of December, 2021.
3. The CITY agrees to fund SEFF's events as follows:
 - a. The CITY will pay to SEFF up to Forty Thousand Dollars (\$40,000.00) as reimbursement for eligible expenditures made during the time period specified in paragraph two.
 - b. The CITY will require SEFF to provide invoices to the Finance Director showing proof of eligible expenses under this agreement before reimbursement by the CITY.
4. SEFF agrees to furnish to the CITY copies of all minutes of SEFF meetings.
5. SEFF and CITY acknowledge and agree that mutual cooperation is necessary for the success of this contractual arrangement. To that end, SEFF agrees to meet and consult with the City Manager's office concerning all events and activities that SEFF will sponsor at least sixty (60) days prior to the date of said event or activity and complete the event permitting process.

6. The CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. SEFF shall submit a request for renewal to the City Clerk's Office no later than March 31, 2022. As a part of this request, SEFF shall submit financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. SEFF agrees to allow the City Manager, or their designee, the right of inspection of financials or other pertinent documentation upon request.
9. This agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS our hands on _____.

SAFE EVENTS FOR FAMILIES

ATTEST:

PRESIDENT

SECRETARY/NOTARY

APPROVED by the Mayor and City Commissioners of the City of Shawnee this _____ day of June, 2021.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

CHANCE ALLISON, CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY

SEFF
2021-2022

Specify how the program complies with the requirements set forth in Section 1. [Section 1: The City is paying a third-party to provide a direct community governmental or quasi-governmental service. Contracts of this nature are only made with nonprofit entities including 501(c)(3) and 501(c)(6) entities.]

Safe Events For Families is a 501(c)(3) organization, tax ID number 20-5097645. Safe Events For Families hosts events to enhance the quality of life for Shawnee residents, bring visitors to the Shawnee community, and increase sales tax collections on retail sales in the city limits.

Specify how the objective of the program serves the community and specifically the municipality on providing services for the citizens,

Safe Events For Families provides community events for the enjoyment of citizens of Shawnee and the surrounding area. These events bring the population of our city together to build community but also draw attendees from across the state. Vendors that register for the events come from as far away as Florida. In 2015, SEFF had an economic impact study done through the Oklahoma City Tourism Office using their formula and determined that SEFF events at a \$3.5 million impact that time. As events have grown, so has the impact. We now host the largest Halloween and Christmas events in the state. The Redbud Festival has also been added since that time and our Third Friday Block Parties grow each year.

Provide details regarding the specific program such as, but not limited to: location of facility, number of employees, services provided, organization structure and history, length of service in this capacity, ect.

Safe Events for Families hosts multiple events in downtown Shawnee throughout the year. Currently SEFF has only one part-time employee and uses volunteers to put on the events.

Safe Events for Families was gifted the Ritz Theater located at 10 W. Main Street in downtown Shawnee. SEFF has revitalized the theater and it now also hosts community events.

Are the services offered by other agencies or organizations on Shawnee?

There is not another organization in Shawnee that offers year-round public events in Shawnee. SEFF events are usually free to attend, meaning that quality entertainment is accessible to everyone in the community.

Provide financial statements and audit documents of available and note other major donors and sources of non-City funding and if the City funding is used as match for State, Federal, or other donors.

Attached.

If currently under contract with the City, submit any proposed changes to existing contract language or funding levels.

\$10,000.00 increase in funding

Safe Events for Families, Inc.
Profit & Loss Summary
For Year Ended 12/31/19

Program Deposits	\$	152,455.04	
Interest Income		<u>55.47</u>	
Total Income	\$		152,510.51

Accounting & Legal		300.00	
Advertising		5,685.41	
Bank Charges		30.00	
Change Orders	4,350.00		
Change Deposit	<u>(4,350.00)</u>	-	
Event Expense	124,619.94		
Checks Voided	<u>-</u>	124,619.94	
Dues		715.00	
Event Labor		15,000.00	
Insurance		9,471.50	
Licenses & Permits		1,051.25	
Meals		104.92	
Refunds		180.00	
Repairs		3,336.14	
Supplies		1,008.14	
Utilities		<u>4,233.45</u>	
Total Expenses			<u>165,735.75</u>

Net Income (Loss)			<u><u>\$ (13,225.24)</u></u>
-------------------	--	--	------------------------------

Checking Balance - 01/01/2019	8,534.96	
Savings Balance - 01/01/2019	<u>25,879.47</u>	34,414.43

Checking Balance - 12/31/2019	12,254.25	
Savings Balance - 12/31/2019	<u>8,934.94</u>	21,189.19

FOR MANAGEMENT USE ONLY

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 18 2008

SAFE EVENTS FOR FAMILIES INC
115 E MAIN ST SW
SHAWNEE, OK 74801-0000

Employer Identification Number:
20-5097645
DLN:
407282000
Contact Person:
GERALD MINK ID# 31228
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
AUGUST 16, 2006
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2010
Addendum Applies:
NO

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Form 1023 (Rev. 10-2004)

Name:

Safe Events for Families, Inc.

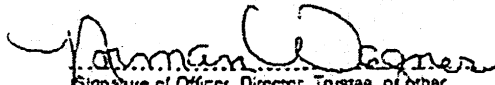
EIN: 20-5097645 Page 11

Part X Public Charity Status (Continued)

- ☐ 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- ☐ f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- ☒ g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- ☐ h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- ☐ i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.
- ☒ 6 If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- ☒ a Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3876. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Filing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

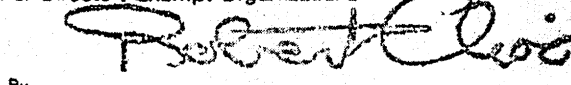

Signature of Officer, Director, Trustee, or other authorized official

Norman Wagner
(Type or print name of signer)

9-27-06
(Date)

Executive Director
(Type or print title or authority of signer)

For Director, Exempt Organizations


By

JAN 18 2008

Date

- ☐ b Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐
- ☐ 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☐ No

Corporate Sponsor Vyve

The ability of the program to become self-sufficient over time.

As a non-profit organization, Safe Events For Families is dependent upon donations to support our efforts. However, we believe that the contributions from our donors are returned through quality of life for residents and increased tax collections during events.

Information regarding fees/charges paid by the public to utilize services provided.

Festivals provided by Safe Events For Events are free for the public to attend. Food vendors, street vendors, and other providers such as the carnival company charge for their products of services at the events. The provider determines the cost to the customer.

A copy of the organization's annual report or list of accomplishments from the previous year detailing how City funds were utilized.

See attached.

Indicate the amount of funds requested and specifically how the funds will be expended.

See attached.

The attached is the budget for fiscal year 2021/2022 events. On 2015 we had an economic impact study done through the Oklahoma City Tourism Office using their formula. The events that SEFF fundraises for and organizes left a \$3.5 million dollar foot print for the Shawnee area. Without funding help from the city this would not be possible. We are asking for a funding request of \$73,000 to help our efforts. We use these funds to solicit the remaining funds needed to continue to operate and grow these great events. This includes continued support for the downtown Christmas decorations as SEFF is working to transform the downtown area with the help of its merchants into a must see place to be during the holiday season. SEFF continues to have a great working relationship with the city and has a dedicated board committed to the continued improvement of Shawnee and Downtown. The close working relationship SEFF has with the City Manager's office and Parks Department will continue the downtown revitalization process. Thank you for your time and consideration for our funding request.

Total funding requested:	\$73,000.00
--------------------------	-------------

2021-2022 Year	\$73,000.00
----------------	-------------

2021-2022 Budget

Budget Expenditures for Redbud Festival

Toilets	\$ 1,500.00	
Advertising/ Media	\$ 4,000.00	
Food	\$ 15,000.00	
Sound Equipment/Operator/Performers	\$ 5,000.00	
Trash/Permits/Equipment Rental (i.e., golf carts, ect)		
Electrical Connections	\$ 8,000.00	
Total	\$ 33,500.00	\$ 33,500.00

Budget for Expenditures for Downtown Blockparty

Toilets	\$ 3,000.00	
Advertising/Media	\$ 4,000.00	
Sound Equipment/Operator/Performers/ Trash/	\$ 6,500.00	
Permits/Equipment Rental(i.e., golf carts,) Electrical		
Connections	\$ 6,000.00	
Total	\$ 19,500.00	\$ 19,500.00

Budget Expenditures for Downtown Christmas Parade

Toilets	\$ 1,500.00	
Advertising	\$ 3,000.00	
Santa Claus Float	\$ 6,000.00	
Fireworks	\$ 30,000.00	
Sound Equipment/Operator/Performers	\$ 3,000.00	
Downtown Christmas	\$ 10,000.00	
Tree lighting Ceremony	\$ 8,000.00	
Trash/Permits/Equipment Rental (i.e., golf carts, ect.)	\$ 5,000.00	
Electrical Connections	\$ 9,000.00	
Total	\$ 75,500.00	\$ 75,500.00

Budget Expenditures for Blues on Broadway

Toilets	\$ 1,500.00
Advertising/ Media	\$ 5,000.00

Sound Equipment/Operator/Performers	\$ 8,000.00	
Trash/Permits/Equipment Rental (i.e., golf carts, ect.)		
Electrical Connections	\$ 10,000.00	
Educational Center	\$ 8,000.00	
Total	\$ 32,500.00	\$ 32,500.00

Budget Expenditures for Boo on Bell

Toilets	\$ 3,000.00	
Advertising/Media	\$ 7,000.00	
Carnival	\$ 38,000.00	
Sound Equipment/Operator/Performers	\$ 8,000.00	
Trash/Permits/Equipment Rental (i.e., golf carts, ect.)		
Electrical Connections	\$ 12,000.00	
History Tours	\$ 7,000.00	
Total	\$75,000.00	\$ 75,000.00

Budget Total		\$ 236,000.00
---------------------	--	----------------------

Regular Board of Commissioners

8.

Meeting Date: 06/07/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action to approve the renewal of the contract with Shawnee Forward for Fiscal Year 2021-2022.

Attachments

Memo

Proposed Contract FY 21-22

Packet



Office of City Clerk

MEMORANDUM

Date: Monday, June 7, 2021

To: The Honorable Mayor and City Commission

From: Kacie Eck, Senior Deputy City Clerk

Regarding: Community Service Contract Review Committee Recommendations

The Community Service Contract Review Committee respectfully submits the following recommendations regarding contracts for Fiscal Year 2021-2022.

- To renew a contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for Fiscal Year 2021-2022 in the amount of \$75,000.00.
- To renew a contract with Safe Events for Families for Fiscal Year 2021-2022 for a six-month period of July 1, 2021 to December 31, 2021 to reimburse eligible expenses for events up to \$40,000.00. To modify Section 3.B. to clarify the individual to review submitted invoices for approval of payment. To modify Section 7 to remove an audit requirement and add a right of inspection by the City Manager, or designee.
- To renew a contract with Shawnee Forward for Fiscal Year 2021-2022 in the amount of \$295,000.00 and strike Section 1.6.C. from the proposed contract, contingent upon the Pottawatomie County District Attorney's legal opinion.

AGREEMENT BETWEEN THE CITY OF SHAWNEE AND SHAWNEE FORWARD

This Agreement made and entered into this 1st day of July, 2021, is between the City of Shawnee, a municipal corporation hereinafter referred to as "CITY", and Shawnee Forward, a 501(c)(6) business organization.

I. DUTIES AND RESPONSIBILITIES OF SHAWNEE FORWARD

- 1. Services Provided by Shawnee Forward.** The purpose of this engagement is for the CITY to strive toward the fulfillment of both the long-range strategic plan for economic and industrial development for the CITY and the present economic development goals and priorities of the Mayor and Board of City Commissioners and, as such, the plan, goals, and priorities may be hereinafter amended from time to time. For purpose of this contract, said plan, goals, and priorities are here adopted and incorporated herein by reference. Shawnee Forward shall use its good faith and best effort to fulfill as much of the plan, goals, and priorities as possible within the limitation of its budget. Such scope for work includes but is not limited to, Shawnee Forward using its best efforts to accomplish the following general objectives:
 - a. Expanding the economic base of the CITY and Pottawatomie County by seeking diversification of employment opportunities to balance the area's dependency on petroleum-based industry and agriculture.
 - b. Encouraging and assisting resident industry to maintain and expand employment opportunities.
 - c. Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing jobs to CITY.
 - d. Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial and commercial investments.
 - e. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
 - f. Providing additional employment opportunities.
 - g. Encouraging and assisting state installations and federal installations in the CITY to maintain employment and seek a way to expand those facilities and attract new facilities.

- h. Shawnee Forward shall use its best efforts to prepare and develop industrial team visits, travel to various meetings, to encourage industrial prospect visits, state sponsored industrial team and international trade team visits and to train personnel, both professional and lay, to fulfill the purposes of job creation and job retention in the CITY as provided for by the budget in this Agreement.
 - i. Shawnee Forward shall have full responsibility for the filing of any tax documents necessary, keeping of records and detailed statements, keeping a detailed activity report, records for expenditures for training, travel and development account, and any other necessary record documentation.
 - j. Shawnee Forward shall undertake retail recruitment and attraction on behalf of the CITY. These duties shall include but not be limited to: development of marketing materials tied to the development of retail and commercial sites, to be used in recruitment or attraction of retailers, interaction with retailers, retail brokers, retail site selectors and developers, retail consultants, and City staff, and additionally develop and maintain a database of available properties, (land and buildings), suitable for retail development. Shawnee Forward staff shall, as deemed necessary or appropriate, and within the constraints of its budget, actively participate at the professional retail trade shows and become a member of the International Council of Shopping Centers (ICSC).
- 2. **CITY Representation on Shawnee Forward Board of Trustees.** The Mayor or their designee, as confirmed by the City Commission, shall serve on the Shawnee Forward Board. The Shawnee City Manager shall serve as an ex officio member of the Shawnee Forward Board. No member of the Board of Commissioners shall hold any employment with Shawnee Forward or receive compensation for services rendered with Shawnee Forward.
- 3. **Incentive Program.** Shawnee Forward, in conjunction with the CITY, shall prepare an incentive program for the retention, recruitment and expansion of businesses within the CITY.
- 4. **Employees.** Shawnee Forward agrees to provide a qualified and competent staff to carry out a program of work that will meet the goals and objectives set out by Shawnee Forward and the CITY. All employees carrying out tasks pursuant to this Agreement are employees of Shawnee Forward and are not employees of the CITY.
- 5. **Expenses of Operation.** Shawnee Forward agrees to maintain office and workspace suitable for its operation and shall be responsible for all expenses relating thereto.

6. Records and Reporting.

- a. **Reports.** Shawnee Forward will provide a written monthly report of its activities to the CITY or as part of its monthly board meeting. Shawnee Forward will also provide an annual report in an appearance before the CITY Commission and status reports as requested by the Mayor or City Manager. The report will include a financial report as well as accomplishments in the previous year and plans for the upcoming year.
 - b. **Inspection and Audit.** Shawnee Forward agrees to keep its books and records pertaining to its operation open during regular business hours for inspection by the CITY's Finance Director, any designee, or persons designated by CITY to perform audits. Copies of books and records shall be furnished to CITY, its staff, auditors, and elected officials at no additional charge.
 - c. **Compliance with Open Meeting Act and Open Records Laws.** All meetings of Shawnee Forward shall be subject to the provisions of the Oklahoma Open Meeting Act (25 O.S. §§ 301-314). The records of the Shawnee Forward relating to its operation shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29 *et seq.*). Shawnee Forward staff shall post agendas for its meetings on its website in accordance with the Oklahoma Open Meeting Act. Copies of records shall be provided to CITY and its staff and elected officials without charge.
7. **Budget.** Shawnee Forward will submit its request for funding each year to the CITY's Contract Review Committee, which shall review the request in accordance with its procedures and make its recommendation to the Mayor and CITY Commission (See Section II, "Renewal.")

II. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

1. **Effective Date.** This Agreement shall take effect on July 1, 2021 and shall remain in effect until June 30, 2022. All modifications to this Agreement must be in writing and approved by Shawnee Forward and by the CITY. The Agreement will be reviewed annually in conformance with the budget request and appropriation as set out above. Approval of a budget and appropriation of funds shall be deemed to be a one-year renewal of the Agreement.
2. **Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.
3. **Payment from the CITY to Shawnee Forward.** The CITY will pay to Shawnee Forward on a monthly basis a sum certain as specified in accordance hereunder to fund the marketing program and activities that Shawnee Forward is carrying out its duties on

behalf of the CITY during the operation of the program. The CITY will provide the annual sum of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) (payable as Twenty-Four Thousand Five Hundred Eighty-Three Dollars (\$24,583.00) monthly), and Shawnee Forward will actively pursue raising similar funds from the private sector.

4. **Renewal.** Shawnee Forward shall submit a request for renewal to the City Clerk's Office no later than March 31, 2022. As a part of this request, Shawnee Forward shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission. CITY agrees its Contract Review Committee will meet in a timely fashion so as not to delay a recommendation concerning contract renewal.

III. NON-DISCRIMINATION

Shawnee Forward agrees not to discriminate against any employee, applicant for employment, or party seeking the services of Shawnee Forward because of race, creed, color, national origin, gender, ancestry, disability, or Shawnee Forward membership. Shawnee Forward shall take affirmative action to ensure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

IV. WAIVER

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

V. BREACH OF AGREEMENT

If either party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other party may give notice of such breach. The breaching party shall be notified, in writing, of its alleged breach and shall be given sixty (60) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by Shawnee Forward, the Agreement shall terminate immediately. If the breach is not remedied, the other party may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term.

VI. GENERAL PROVISIONS

1. **Governing Law; Submission to Jurisdiction.** Notwithstanding any provision to the contrary, the law of the State of Oklahoma will govern the construction and enforcement of this agreement. The parties do hereby submit to the personal

jurisdiction of, and waive any objection to venue in, Pottawatomie County, Oklahoma State District Court for the resolution of any dispute arising out of this agreement.

2. **Full and Complete Agreement.** This Agreement shall constitute a full and complete understanding between the Parties with respect to the subject matter set forth herein. No representation, inducement, agreement, promise or undertaking, alteration, amendment, deletion or other such revision of or to this Agreement shall have any force or effect unless the same is in writing and validly executed by both Parties hereto.
3. **Severability.** Should any provision herein be determined to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, the balance of the Agreement shall be deemed operative, to the extent possible.
4. **Survival of Representations and Warranties.** The foregoing representations and warranties shall survive the execution of this Agreement and the closing of any and all transactions contemplated herein.
5. **Attorneys' Fees.** Further, the parties agree that in the event any party shall commence any lawsuit, action, or proceeding to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party or parties the reasonable attorneys' fees, paralegal fees, costs, and expenses, incurred by the prevailing party therein, and the non-prevailing party covenants and agrees to promptly pay the same to the prevailing party upon demand.

WITNESS our hands on _____.

SHAWNEE FORWARD

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this _____
day of June, 2021.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

MAT THOMAS, ATTORNEY AT LAW



BUSINESS ALLIANCE

231 N. Bell • P. O. Box 1613 • Shawnee, OK 74802-1613

March 31, 2021

To: The City of Shawnee Contract Review Committee

Dear Review Committee Members,

The Shawnee Forward organization is pleased to provide you with the requested documents related to our organization, along with information that addresses our ongoing community and economic development activities.

Under the guidance of the Shawnee Forward Board of Directors, our organization is focused on an aggressive program of work and services, which accomplishes the requirements as outlined in our contract with the City of Shawnee. Additionally, our work coincides with goals that are consistent with the strategic plans recently developed by the Shawnee Forward Board. As a fairly new organization, those plans are being updated and amended as the marketplace demands.

As always, we strive to accomplish those items in the most efficient, effective and expedient manner possible. We are here to serve the needs of the City, community, region and those who have placed their trust in our professional capabilities.

In this packet, you will find the following documents and or information:

- A detailed explanation of how we serve the community and specifically the municipality in providing services for the citizens.
- Our organization's location, number of employees involved in the economic development work, our organization's structure, history and length of service in this capacity.
- Our opinion on the ability of others in the community to undertake similar work.
- Current financial statements and audit documents regarding the economic development portion of the organization.
- Suggested language changes to the contract language.
- Our opinion on having a self-sustaining economic development program.
- An explanation of how we used public funds with outside agencies, vendors or related services.
- A list of accomplishments during the 2020/2021 fiscal period, specifically related to the use of City funds.
- The amount of funds requested with focus on how these funds will be utilized.

Please feel free to contact me with any additional requests for information or questions that you may have regarding the ongoing efforts of Shawnee Forward.

Thank you for the opportunity to provide you with this information and we look forward to continuing our community and economic development partnership with the City of Shawnee.

Respectfully,

A handwritten signature in blue ink that reads "Melissa Dennis".

Melissa Dennis

Chairperson of the Board

A collaboration of the Greater Shawnee Chamber of Commerce and Economic Development Foundation

405.273.6092 • 405.275.9851 • Fax 405.275.9851 • info@shawneeforward.com

2021 City Contract Application

Shawnee Forward

Shawnee Forward

**Program Specifics, Organizational Structure,
Statement of Work & Funds Request**

THE SHAWNEE FORWARD ORGANIZATION:

Our organization will celebrate a 3rd birthday in July of 2021. As you are aware, the merger of Shawnee Economic Development Foundation with the Chamber of Commerce in 2018 was completed to eliminate duplicated services and to better align our mutually delivered services to the businesses and residents of the community. Both of these organizations had been in existence in the community for over 50 years.

As with any new organization there were initial transitional challenges to overcome. With strong leadership and a committed staff the organization is moving swiftly and efficiently, as you will see in this year's accomplishments. The Board of Directors of Shawnee Forward is a dedicated and involved board with the goal of excellence for the organization and our region. Members have the opportunity to serve up to two consecutive three year terms and then must roll off the board, in an effort to continue serving the entire community as leadership changes.

Currently serving on the board are:

- Melissa Dennis, Chairperson, Pottawatomie County Commissioner District #1
- Joe Ford, Chairperson Elect, Shawnee Milling
- Katie Landes, Secretary, Action Physical Therapy
- Casey Bell, Treasurer, BancFirst
- Joe Vorndran, Partner, Stuart and Clover
- Angi Mohr, President of SSM Health Shawnee
- Dr. Jim Collard, Economic Development Director & Chief of Police, Citizen Potawatomi Nation
- Josh Trimble, Reaching Souls Outreach.
- Cami Engles, Owner, Theopolis.
- Larry Briggs, Briggs Consulting.
- Jeff Madison, Owner/Operator, Chick-fil-A.
- Jarrod VanZant, Marketing Director, Canadian Valley Electric Cooperative
- Denoda Rutherford, Owner, Shelter Insurance.
- Bryan Lucas, Senior Vice President, Georg Fischer

There are currently five full time employees, two college interns and one high school intern working as a team to support the Program of Work for Shawnee Forward established in 2019.

Shawnee Forward will help "Advance the Vision" through pursuit of seven key goals:

1. Creating a comprehensive economic development strategy
2. Educating and developing a sustainable workforce
3. Facilitating the growth and expansion of the business community
4. Investing in the consistent cultivation of relationships
5. Launching an organizational communications strategy
6. Establishing effective and efficient internal operations
7. Projecting a positive image and brand identity

The funds requested to carry out this mission for the CITY is \$325,000 for economic development and \$102,000 for an economic development incentive fund. The use of those funds will be extensively detailed throughout this application.

☞ We advance the vision by establishing effective and efficient internal operations. We have a staff that is both industry and job trained to accomplish this.

The CEO: Rachael Melot

Serves as the staff liaison for the Economic Development SME committee, the Economic Development Quality of Life committee, the Workforce committee and the Public Policy Committee.

Is widely recognized in the State of Oklahoma as a positive, motivational leader who can lead transformational change. She holds a Doctorate of Leadership in Humanitarianism, a Masters Degree in Educational Leadership, and an undergraduate degree in Health, Physical Science & Education from our own Oklahoma Baptist University

Is the author of *The Ten Commandments of #SuccessWithoutApology*, and the owner of Wystle, a small business celebrating 6 years and the mentorship of more than 75 women in our community. She is also 1 of 50 people in the 2020 Leadership Oklahoma Class.

Lead Shawnee to be the first Certified Blue Zones Project Community in the State of Oklahoma through deep partnerships with businesses, the CITY and Citizen Potawatomi Nation.

Mentors through Oklahoma Baptist University Lydia's Lamp program, George W. Bush's Women in Fellowship, Worrel House and Gateway to Prevention & Recovery.

☞ Has been the President of Kiwanis, the Shawnee Community Foundation, and CKH & Company. She was the keynote speaker at the Leadership Oklahoma 2019 Alumni Retreat for hundreds of Leadership Oklahoma graduates.

The Economic Development Director: Tim Burg

Serves as the staff liaison to the Economic Development Resources Committee, and staff support for the Workforce Committee.

Is one of only 1200 Certified Economic Developers in the world and has over nineteen years' experience as a paid professional economic development, plus an additional 10 years as a volunteer in that field. He has served as the economic developer in this community since 2009.

Has a unique background that includes his business ownership, management of multiple divisions of a large general contracting firm, extensive construction expertise, facility engineering and management, sales, property development, building design, manufacturing and workforce development.

Serves on the City of Shawnee Zoning Board of Adjustment, is the Chairman of the Oklahoma City Regional Partnership, a ten county consortium made up of economic development organizations in the OKC Metro area.

Continues to be active serving on the OBU Business College Board of Executives, and Business and Industry Council for the Executive Director of the Oklahoma Department of Career and Technology Education agency. (ODCTE)

☞ Has recently concluded seven years of service on the ODCTE Board and as a Board member on the Absentee Shawnee Economic Development Authority.

The Marketing Director: Jeremy Davidson

Serves as the staff liaison to the economic development - Entrepreneurship and Technology Committee, the Tasty Affair, Classroom Partners, The City of Shawnee Public Relations, and the small business relief grant task force

Has a Master of Arts in Administration Leadership from the University of Oklahoma. He has been a paid Marketing professional for over 15 years, along with owning and operating his own business.

Brings a great deal of membership and economic development experience as he has served in numerous leadership roles with the Harrah and Choctaw Chamber of Commerce organizations.

Serves the community by helping businesses of all sizes with their digital footprint, their brand messaging, and handles all of the event marketing, creation and execution oversight within our organization

The Account Executive:

Is the face of the organization to our ambassadors, always projecting a positive image to both locals and visitors alike.

Focuses on recruiting members of Shawnee Forward to both offer them membership benefits that we believe to help them grow and expand their business and to supplement our revenue stream to multiply the economic development impact in our community.

 Supports the Marketing Director in fundraising efforts to match the CITY's annual investment. The membership and fundraising efforts show the community's support in our organizational value and this year we continue to project growth and increased investment by our membership.

Demonstrates proven love for the business community of Shawnee and represents our mission and efforts to new and existing businesses in the community.

The Executive Assistant: Loren Rhoades

Has a Bachelor of Arts in Journalism and Mass Media from Oklahoma Baptist University. She has worked for several newspapers as well as in different media positions in the last four years, while also running her own photography business.

Serves to support every aspect of economic development, marketing, and membership. She is also the face to the concerned citizen who wants to report a need, a complaint, or a compliment regarding our city. She answers phone calls daily informing citizens, visitors and businesses of the opportunities to engage in Shawnee and the workforce. She also pleasantly greets more than 100 people every month with a variety of inquiries about Shawnee.



Shawnee Forward

2021 Economic Development Committees:

The organization established four Economic Development Committees in 2021:

Economic development today encompasses so much more than wooing a manufacturing plant owner with significant introductions and elaborate recruitment gatherings. When we look to support, grow and recruit business in our community we now compete with every city in the world on facets beyond price, to areas of quality of life, image of safety, incentives, municipality collaboration and the workforce pipeline.

In response to potential new business owners' questions of, "how are your schools," "how safe is your community," and "how well does your City support local businesses," we are supporting four very different - pointed and particular - economic development committees to address the most frequent issues that newcomers and site selectors are highlighting. Those committees cross efforts with the Workforce committee and Public Policy Committee that carry the needs of all four of those committees into their area of concentration. Here are the six committees, their charter statement and diverse and active committee membership.

Economic Development: Resources Committee:(EDR Committee)

Charter: To actively support all of the economic development activities of Shawnee Forward, by serving as an advocate for the organization's various economic development committees. Committee members will use their influence, personal commitment, financial support and business expertise to assist the Shawnee Forward Staff and Volunteers in furthering economic prosperity within the community and region, and to ensure our work is impactful, and aligned with the needs of the community.

Committee Members:

1. Jon Adcock, CEO, Central Disposal
2. Paul Bass, President, First United Bank
3. Ray Belford, Pastor, First Christian Church
4. Casey Bell, President, BancFirst
5. Ed Bolt, Mayor of Shawnee
6. Larry Briggs, Briggs Construction
7. Greg Brown, Owner, Greg Brown Homes
8. Chris Clark, President, Arvest Bank
9. Richard Finley, Retired
10. Larry Gill, Financial Advisor, Clinton Wealth Management
11. Josh Inda, CEO, Indaco Metals
12. Marty Lewis, Retired
13. Bryan Lucas, SVP, Georg Fischer
14. Marion McMillan, SVP, BancFirst
15. Dave Miller, OneGas, Community Relations
16. Brian Nave, SVP, Arvest
17. Will Rosebure, Retired
18. Chuck Skillings, Retired
19. Randy Smith, CFO, OBU
20. Jim Stuart, Retired
21. Jarrod VanZant, Marketing Director, Canadian Valley Electric Cooperative

Entrepreneurship / Technology Committee:

Charter: Increase the entrepreneurial support system in the community. Create funding sources. Increase city-wide technology adoption and installation in the business sector. Positive brand identity around entrepreneurship. Second Career / Second Life Incentives and Testimonials. Put needs for entrepreneurship before the Policy Community. Send education needs to the Workforce Committees.

Committee Members:

1. Turner Bass, Founder, Astro Panda Studios
2. Felecia Freeman, Commercial Loan Officer, Citizen Potawatomi Community Development Corporation
3. Kevin Huddleston, Partner, Finley & Cook
4. Josh Lawing, Regional Sales Director, Vyve Director
5. Amy Loftis-Walton, Director of Government Relations and Strategic Initiatives, OCAST
6. Jeff Madison, Owner/Operator, Chick-fil-A
7. Sonya McDaniel, Director, Pottawatomie County OSU Extension Center
8. Steve Palmer, CEO, Neighboring 101
9. Chris Peters, Cleaning/Sanitation Consultant, Treats Solutions
10. Michael Phillips, Director of Campus Programs, Community Renewal of Pottawatomie County
11. Sarah Roberts, Business Development Representative, Tinker Federal Credit Union
12. Jarrod VanZant, Marketing Director, Canadian Valley Electric Cooperative
13. Dr. Craig Walker, Professor of Economics, Oklahoma Baptist University
14. Cama Watts, Business and Entrepreneurial Services Coordinator, Gordon Cooper Technology Center
15. Lonnie Williams, Owner, The UPS Store
16. Rick Young, Founder, Young Legacy Group

Quality of Life Committee:

Charter: To connect the messaging of quality of life to economic development by improving community pride, improving the pride in our schools systems, to support education initiatives, and to improve our local livability score.

Committee Members:

1. Erica Bass, Communications & Resource Development Officer, Community Renewal of Pottawatomie County
2. Jennifer Bell, Director of Public Information, Citizen Potawatomi Nation
3. Joe Ford, President, Shawnee Milling Company
4. David Henry, Pastor of Baptist Church
5. Dr. Kathy Laster, CEO, Avedis Foundation
6. Daniel Matthews, Executive Director, Community Market of Pottawatomie County, City Commissioner
7. Tate Monroe, Director of Discipleship & Development, St. Paul's United Methodist Church
8. Michael Phillips, Director of Campus Programs, Community Renewal of Pottawatomie County
9. Darren Rutherford, Manager, Fred's Tire & Battery, City Commissioner
10. Denoda Rutherford, Owner/Agent, Denoda Rutherford Shelter Insurance
11. John Bobb Semple, Community Program Director, Blue Zones Project
12. Erin Stevens, General Manager, Heart of Oklahoma expo Center
13. Michelle Wallace, Shawnee Public Schools
14. Becky Webb, A/C Doctors



SME (Small - Midsize Enterprise) Committee:

Charter: Advocate for the recruitment, growth, and development of small to mid-sized businesses.

Committee Members:

1. Jon Adcock, CEO, Central Disposal
2. Chance Allison, City Manager, City of Shawnee
3. Casey Bell, President, BancFirst
4. Rebecca Blaine, Planning Director, City of Shawnee
5. Todd Brand, CPN Gaming
6. Dr. Jim Collard, Director of Planning and Economic Development, Citizen Potawatomi Nation
7. Cami Engles, Owner, Theopolis Social Club
8. Joe Ford, President, Shawnee Milling Company
9. Chuck Mills, Owner, Mills Machine Co
10. Brent Morris, Financial Advisor, Edward Jones Investments
11. Mindy Palmer, Marketing Director, Shawnee Mall
12. Michael SanPedro, Roots Dispensary
13. Mark Sehorn, President, Sehorn Yamaha Inc
14. Joe Vordran, Partner, Stuart & Clover, PLLC
15. Tyler Wilburn, Vice President, First United Bank

Workforce Committee



Charter: To Fully engage stakeholders to ensure continuous improvement in the overall workforce system. To expand existing platforms, resources programs, and the best practices of workforce development in our region. Educate future workforce opportunities, Separate perception from reality of Workforce needs/wants, Support second chance opportunities, Encourage first line supervisor training.

Committee Members:

1. Jay Scott Brown, Business Referral Network of Shawnee
2. Robert Davenport, Athletic Director, Oklahoma Baptist University
3. Melissa Dennis, Pottawatomie County Commissioner District #1
4. Darryl Fields, Union Missionary Baptist Church
5. Travis Flood, Community Renewal of Pottawatomie County
6. Geoff Garcia, Concept Electric
7. Holly Garcia, Grand Casino Hotel & Resort
8. Dr. April Grace, Superintendent, Shawnee Public Schools
9. Daryl Green, Oklahoma Baptist University
10. Garrett Kennedy, Express Pros
11. Shane Jett, Oklahoma State Senate, District #17
12. Marty Lewis, Gordon Cooper Technology Center
13. Amy Loftis-Walton, Director of Government Relations and Strategic Initiatives, OCAST
14. Chuck Mills, Mills Machine Co.
15. Jeremi Moore, ODCTE - Skills Center Liaison
16. Danny Morgan, Seminole State College
17. Brian Nave, Arvest Bank
-  18. Lana Reynolds, President, Seminole State College
19. Carol Samuels, Business Services Consultant, Central Oklahoma Workforce Innovation Board
20. Michelle Wallace, Shawnee Public Schools



Public Policy Committee:

Charter: Advocate on behalf of the Shawnee area business community and local tribes to City, County, State, and Federal governments. Identify and message issues that are important to our business community through surveys and personal meetings. Advocate to the local, city, and state governments on behalf of the needs of our business community in the region.

Committee Members:

1. Nicholas Atwood, Richie, Rock, McBride & Atwood Law Firm
 2. Marilyn Bradford, Retired Superintendent, Shawnee Public Schools
 3. Larry Briggs, Briggs Consulting
 4. Bryan Cain, President, First National Bank
 5. Dr. Jim Collard, Citizen Potawatomi Nation
 6. Melissa Dennis, Pottawatomie County Commissioner District #1
 7. Shane Jett, Oklahoma State Senate, District #17
 8. State Representative Dell Kerbs, Safe Events for Families
 9. Marty Lewis, Gordon Cooper Technology Center
 10. Marion McMillon, SVP, BancFirst
 11. Angi Mohr, SSM Health St. Anthony Hospital
 12. Kelli Mosteller, Director, Citizen Potawatomi Nation
 13. Sarah Weeks, Gordon Cooper Technology Center
 14. Justin Wood, Principal Chief of the Sac & Fox Nation
- 

SELF SUFFICIENCY: LONG RANGE OPERATIONAL VISION

Most communities our size and larger in Oklahoma and elsewhere around the nation have economic development programs. While there may be some programs that are self-sustaining, that is not, nor has been, the normal method of operation.

The majority of economic development programs operate through a dedicated economic development sales tax or similar to our program, providing services under contract through a municipality or county government. For Example:

Ponca City Development Authority: <https://www.goponca.com/>

Duncan Area Economic Development Foundation: <https://ok-duncan.com/>

Enid Regional Development Alliance: <https://growenid.com/>

There are some economic development programs which are operated in house under the supervision and oversight of a municipality or county government, with the economic development staff serving as government employees. For example:

McAlester: https://www.cityofmcalester.com/economic_development/index.php

Guthrie: <http://cityofguthrie.com/99/Economic-Development>

Durant: <https://www.ok-durant.org/>

At this time, with the exception of the Mid America Industrial Park, which is a self-sustaining public trust, we are unaware of any other economic development programs in Oklahoma that are self-sustaining or self-funded.

The underlying purpose and main objective of an economic development program is to enhance and assist in growing the revenue streams for those they are under contract with and those they serve. We are committed to being an exceptional service provider to the CITY and our business community.

PROVIDING SERVICES FOR CITIZENS & MEETING THE ECONOMIC OBJECTIVES

While Shawnee Forward relies on a membership structure to identify some benefit equity, we continue to provide overall economic development to the community at large. Here are some examples of how we advance the vision by facilitating the growth and expansion of the business community.

Hospitality Training: A group of volunteers have signed up to lead hospitality training to front line workers in the service industry. So far 15 people have been trained and another 40 people are signed up to receive the training in April. This local pride and hospitality training helps employers and employees increase customer loyalty; therefore overall brand loyalty and increased sales.

Campaign Assistance: Shawnee Forward is a leader in communicating timely and relevant business and community news online through the Shawnee Forward website, Mass Email, Facebook, Twitter, Instagram, Twitter, LinkedIn, and Pinterest. Access to these are provided at no charge. A few campaign examples are:

South Central Industries
MCM Insurance
Citizen Potawatomi Nation CDC
First National Bank
Bayley Botanical
Theopolis Social Club
Sweet Pea 4D

Community Renewal
Merry Maids
Neighboring 101
United Way
Collision Works
A/C Doctors
Legacy Parenting

Firelake Grocery
Wystle
Visiting Angels
KSNL Aero / Pacific Air Holdings
Herbage magazine

YES 4 the Pack: Staff ran marketing, social media, created all material, worked with the PR firm, created and distributed yard signs then returned and collected the signs. (twice since the voting date changed)

Workshops and Seminars:

We are a Grow With Google Certified Partner which enables us to provide important training to our community. The Google platform is a primary driver of foot traffic and online traffic for our businesses and organizations. We provide these courses at no cost or for the cost of the provided lunch or breakfast.

Working with Gordon Cooper Technology Center and other strategic partners we identify workforce needs related to digital marketing systems, office automation systems, and office productivity systems. From this needs assessment we have implemented more than a dozen workshops to build KSAs in our business community.

Leadership Shawnee

Leadership Shawnee is a nine-month experience where 24+ community members annually explore a number of community programs, resources, and departments at the local and state level. We also provide leadership training through this program.

Our participants most enjoy learning about Shawnee, meeting staff at the City and County level, and the amount of networking with other professionals that take place. We believe this program helps connect and train the future of leadership for organizations throughout Shawnee.



State of Series

Our community enjoys the "State of" Luncheon series that we host. These events include State of the Governments, State of the Schools, this year's new topic, state of water, the Tribal Forum, Legislative Luncheons, and the State of the State events where leaders from the State and Federal level present to our community.

These luncheons provide valuable insight to policy, procedures and overall hot topics impacting our day to day life.

Small Business Relief Grant:

Staff created a Small Business Relief Grant Fund for all of Pottawatomie County small businesses by requesting the CARES ACT funds from City of Shawnee, City of Tecumseh and Pottawatomie County to ultimately grant \$183,000 to small businesses in our county.

The tears of joy for the recipients really proved the value of the small grants to the business survival. We were able to award nearly 30 businesses during their time of need. This outreach to the business community earned good-will and deeper relationships with businesses. The businesses will be giving 90 day testimonials on how they have utilized the funds and how it has helped them through this tough season.



LIST OF ACCOMPLISHMENTS:

- New business prospects & projects
- Existing business expansion support
- Research and data gathering support

New business / business recruitment:

For the most part economic development is a lengthy process and our community has seen consistent and strong growth over the past decade, due to a strong commitment and a collaborative effort from our City, it's leaders, and those who are partners in the economic development process. Having a good team and patience in this process allows us to have success.

This past fiscal year we have seen the culmination of several projects that are and will continue to pay dividends in this community and region. Among those are the following highlights;

Marble Slab Creamery and the Great American Cookie Factory: *(Project origination date 3-2019)*

Opening right after the Christmas season, this was a fast-paced project and an example of when a prospect was seeking a site and the connection was ready to provide him with a location.

In March of 2019, Tim Nye contacted our office and asked us to suggest a site for his retail venue. We provided him with a long list of properties on Kickapoo, MacArthur and Harrison for him to consider. Our information on those sites included traffic counts, property developers or owners, zoning and other projects that were being planned in the immediate areas of those sites that we were aware of.

20-90: Project Techline

-  Assist the supplier of fiber optic infrastructure supplies in locating a suitable distribution location to support the internet backbone being installed in the CVEC and CEC electrical service areas.

20-95: Project Emily: Pending

Provide a community tour to the real estate staff of Valir Health, to assist them in locating a property where they can undertake their senior citizen physical therapy services in the community. The prospect is acquiring the former Doctor's offices at the SW corner of Kennedy and Independence St.

21-001: Project Montana

Reaching out to the corporate leadership to recruit a steakhouse that has recently expanded into the Oklahoma market. These initial outreach efforts are an example of responding to the needs expressed to us by other businesses and committees requesting more quality of life opportunities.

20-127: Project Ila

Provide community data and a tour to investors who have acquired the Ross franchise and the physical location at the Shawnee Mall. (\$3 million investment.)

20-135: Project Brady's

-  Provide community data including but not limited to sales tax, employment numbers, traffic counts, housing developments, capital investments and other data to the developer who was interested in undertaking the

Shawnee Market Place Phase II project. Provide the developer with information on how the incentives were provided on Phase I of the Shawnee Market Place.

Developer has acquired 20 acres from the Commission of Land office valued at \$1.8 million.

21-03: Project Race: Pending

Assist AOK Railroad and their client with the placement of a racing fuel distribution facility in the railyard west of Kickapoo. A temporary 6 month lease has been agreed upon with a Sunoco supplier who is negotiating to be the Sunoco Distributor for the western part of the US. The project will create six to ten new jobs, plus a capital investment of \$1.5M to \$2M, required to set up the distribution facility. Rail traffic into the rail yard from OKC will increase, which provides revenues to AOK to improve the rail line between OKC and Shawnee.

Shell Building : (Project origination dates of 1-2009.)

This building was built with the support of the County, Oklahoma Finance Authority and all five local banking entities in the community. The building represented our commitment to economic growth and our collaborative approach to business recruitment.

It is with great excitement that in this year's report I can confirm that we are under contract with a buyer who intends to bring a new manufacturing sector to our community. We will be able to report more on this project and the growth of our industrial park in the coming months.

Project Wewoka:

Working with delegations from both the Oklahoma Senate, the Oklahoma House of Representative and US Senate and House over more than a decade, we are actively working in a positive, progressing relationship with both UP and AOK railroad companies to open the line beyond Shawnee to Wewoka.

This very time-consuming and highly complicated project is projected to be a more than \$22M investment by the railways to assist our businesses who currently have a need to lower their distribution costs with higher rail usage AND to help us all recruit new businesses.

11-55: Project Military

Continue to pursue meeting the needs of the Oklahoma Army Reserve National Guard, who wants to locate a 53,000 sq. ft Readiness Training Center in Shawnee. Cost of the construction would be between \$15m to \$18m, employing 8 to 10 FTE, and bringing over 350 NG members to the community every month.

Shawnee Forward staff has submitted a grant application to the county to support the cost associated with the FAA application. That County approved funding the grant on 3-22-2021..

Business Expansion & growth projects:

Bison Metals as they continue to work at strengthening their business, staff regularly provides workforce support, access to research for supply chain needs, contacts at a higher level within the Oklahoma Tax Commission and Secretary of State's office, plus lead generation identification. In January of 2020 the company employed 12, and as of 12-2020 their FTE headcount exceeded 75, with an approximate \$3.9 million annual payroll.

Georg Fischer, as they work at expanding their operations, production and workforce levels in Shawnee we stay in constant support by helping them acquire property, determine the property boundary lines, providers of environmental services, roadway and infrastructure upgrades or additions, workforce development, attraction and recruitment, and their desire to have their products included in government project specifications as needed.

Indaco Metal who is finalizing their plans to increase the level of production at their facility here in Shawnee, utilizes us to navigate the proper steps for expansion and to help with additional sources for cutting their materials overall costs. Additionally, they can use those savings to finance the expansion and equipment purchase, plus have greater control over their finished building package delivery schedule. Additional employees will be needed.

County Sales Tax Economic Development Grant Applications: Staff assisted business owners in Pottawatomie County in submitting grant applications to the County's Sales Tax Oversight Committee. The following grants were approved, assisting in business growth and development.

11-55: Project Military--\$33,600--approved

19-104: Project Z--\$100,000--approved

20-89: Project FDM--\$50k--approved

20-105: Project Peck--\$45k--approved

20-129: Project Trigger--\$10,000--approved

Christmas Crawl A city -wide shop small campaign that was sponsored by OGE, First United Bank, Collision Works (over 800 patrons), Air Force, BancFirst, Wystle, Bayly Botanicals, Mainstream Boutique, Kuckoo Bird and Dashing T, Sweatpea 4D, Eats & Sweets, United Way, PicStories, Theopolis Social Club and Community Renewal. Attended by Santa Claus, The Grinch, Cindy Lou, and Mayor Ed Bolt.

This event sold over 350 tickets through Eventbrite, creating a retail buzz for several days that gave our businesses some end of year income at the end of a very tough retail season.

Research and Data Gathering Services:

OBU Aerospace Engineer Occupational Demand research:

Working with Dr. Chris Jones, Dean of the College of Science and Mathematics, contact our research partners and educational partners in the region to gather data related to the Occupational Demand for Aerospace Engineers, which will allow OBU to proceed with the accreditation efforts for the Engineering Degrees. Additional work to take place to finalize our support efforts.

20-79: Project Deserve

Assist StreetMac's retail consultant by providing data and statistics on Shawnee to use in marketing the former JC Penney location at the Mall. (Traffic counts, sales tax information, unemployment and employment data, housing starts, ongoing capital investments being made in the area including the City, County, State, Schools, not for profit and private businesses. Included data on the hiring forecast at Tinker. (Mathis Brothers announced they would be acquiring the space and opening a 50k sq. ft. satellite retail operation, by July Of 2021.)

County Economic Development Fund Impact Analysis:

 At the request of the County's Sales Tax Oversight Review Committee, undertake an impact analysis study of sixteen projects that the County invested economic development funds in, to determine the overall impact of those investments. Additional data needed to finalize our impact analysis.

20-136—Project Angel: Undertake research for the Entrepreneurship & Technology Committee who have an interest in forming an Angel Investor or Venture Capital group. Research what peers across the state may or may not have in place, their current and past activities, plus what the ODOC and i2E may have to offer.

Bison Metals Technologies: *(Project origination dates of 1-2009.)*

Without question one of the most complicated, detailed and high impact projects we were involved with in 2020 was the closure of the Shawnee Tubing Industries facility and the reopening of the plant under new ownership.

After failed investment promises, the company announced in October they would be closing the facility and laying off the 150 + employees. The next 90 days as we worked with their management team to:

- wind down operations at the plant
- help those affected employees find new employment opportunities

We also worked with those financial institutions who held the mortgage on the property, those who had made a financial investment to save the company from being sold overseas in 2017, and a new equity group that wanted to acquire the business.

 After much collaboration, sweat and tears, the equity group of Manchester Principal was able to acquire the company from American Industrial Acquisition Corporation and negotiate the lease terms with Shawnee

☞ Tubing Real Estate on December 20th, 2020. This was an amazing “save” by the tireless efforts of the staff and the community partners.

This acquisition has allowed for a resurgence to take place at the plant, with between \$2 to \$3.5 million being expended to refurbish the existing equipment, acquire new state of the art production machinery from Europe, and to begin the process of rehiring employees. The management of the company has been retraining the employees to be cross trained and has begun hiring with employment levels to 340 over a three-year time frame. They anticipate the wage levels of these employees to be \$25.00 to \$28.00 per hour.

It is important to note that without the support of the City of Shawnee to work with the new owners to resolve a long-standing problem with their wastewater discharge levels, this project would not have gotten off the ground. Economic development is a team effort and we are delighted that we have professionals at City Hall who are vital part of that team.

Bar H Bar, Branding Iron / Bonray Resources: (Project origination date of July 2015.)

After years of assisting the prospect with his search for suitable locations, Richard Hefner opened two developments this past fall. His 6,000 sq. ft. full-service, sit-down restaurant and his 9,000 sq. ft. commercial space on Vision Way and his new office park development located at Hyatt and 45th, across from Gordon Cooper Technology.

☞ These two areas will help us attract more retails, along with those who will need more commercial and professional office space.

Leo / Independence Roadway Improvements: (Project origination date of August 2019.)

Shawnee Forward staff became involved in the project when it became apparent that Georg Fischer would not be willing to put up the seed money that was necessary to obtain the rest of the funding that the ODOT had offered to supply toward the roadway upgrade project. On behalf of the city, staff submitted a grant application to the county and was successful in obtaining a \$25,000 grant, which released another \$275,000 in funding from the Oklahoma Department of transportation.

Due to some staff changes at City Hall and a need to clarify who was supplying the matching money, staff worked with the City, County and the ODOT to develop a method where the County would provide the matching money and work with the City on the engineering, bidding and project oversight processes.

This project will allow for Leo from Highway 177 to Independence to be repaired, and repairs to Independence from just west of Haskell Lemon to where the roadway transitions to Leo at the curve by Rempel Redi-Mix, to just south of the Kickapoo/Leo intersection. These improvements will benefit the Expo Quick Stop, Haskell Lemon, Georg Fischer, Rempel Redi Mix, their employees and vendors, plus any of the residents that frequently use these roadways.

Georg Fischer Business Acquisitions: (Project origination date of 2-2014.)

☞ Many of the economic development organizations in the U.S. only pursue new business attraction and ignore the existing companies in their communities. Annually there are around 250 new business locations in the

nation with 80% of those going to a major metropolitan area. That leaves around 50 projects that will be located in a smaller community. Competition for those 50 projects is fierce and often requires a lot of cash incentives to land the prospect.

A major part of Shawnee Forward's strategic economic development plan is to remain active with our Business Retention and Expansion efforts, (BR&E). Nationally 75% to 80% of all net new jobs come from our existing firms, which makes undertaking BR&E work crucial to the growth of our local economy. At a recent public employee event the local leadership of Georg Fischer announced they have plans to double their workforce over the next 5 years. They currently employ 650 employees.

To accommodate growth any type of growth at their facility, they will need to build additional parking areas, determine if they can reroute a water way at the side and rear of their facility, change the manner in which they retain the water that flows onto their property, and the water that is captured on their site, plus incorporate plans to provide greater security at the site and make a determination about having their raw materials delivered by rail.

Staff has been involved in some form or manner with Georg Fischer in all of these areas, along with the review of the ability of the business to obtain incentives from the state of Oklahoma and in reviewing the supportive services that can be offered by the University of Oklahoma's Public Private business representatives.

20-131: Project Embargo

Assist four area manufacturers in resolving the BNSF rail embargo, which affected the transfer of raw materials and finished goods by rail. One manufacturer was expending \$80k per month for delivery of freight, above their normal costs, (for 6 + months) and another expended over \$250k over a 90 day period, above their normal costs, to have their freight hauled by other methods. AOK is now handling the rail freight from OKC to Shawnee and is negotiating to switch the cars and handle the deliver of freight on the BNSF portion of the rail line.

21-002: Project Workout

When contacted by a local business that survived their first year of business in the year of COVID, she is now looking to expand her business, double her real estate investment and has reached out to us to help her look for properties, resources and partners.

SIMILAR ORGANIZATIONS IN THE COMMUNITY

In most cases economic development is not a short or quick off the shelf process, but rather one that can take years to land a prospect and or start a new development. Consistency, “stick-to-it-tive-ness”, dogged determination, providing relevant, factual and accurate data to the client, are what leads to success more than any other method. That takes time, training, and professionalism.

Without this organization and collective, focused effort, the work we do would not take place. There are no similar organizations in the community. Below are the membership organizations we participate in to ensure we can provide the CITY with the most professional and relevant information and economic development efforts.

The Oklahoma City Regional Partnership. (OKCRP)

This is a ten-county partnership, that is operated by the Oklahoma City Chamber’s Economic Development Division, which offers us access to a long list of software tools, plus a highly trained economist and his research staff.

These software tools, and the research team who support us, assist us in our response to Requests for Information from prospects that come from our own internal sources, the Oklahoma Department of Commerce, Site Selectors or the Oklahoma City Regional Partnership itself.

Our organization also receives a membership in the International Economic Development Council, by being a member in the OKCRP, which allows us to remain current on economic development trends and activities that are being used across the nation. The value in this membership is that it allows us to review programs and action steps that we can apply in our own community.

International Council of Shopping Centers: (ICSC)

We are also a member of the International Council of Shopping Centers, (ICSC) which is the professional association that most communities, national brand retailers, retail site selectors, and retail consultants belong to. This membership also provides us with insight into the retail trends across the nation, that can benefit our retail recruitment efforts.

The ICSC also hosts retail conferences and trade shows where communities can meet retailers and explore their interests or plan to expand their locations into other communities. The two most common events that our community has been represented at have been the ICSC Dallas event and the Annual ICSC Conference in Dallas.

Accounting/Auditing:

The economic development division of Shawnee Forward also pays their portion of the costs for outside supportive services related to our accounting and payroll needs, as well as the costs related to the annual audit.

FUND REQUEST & USE

**CONTRACT LANGUAGE CHANGES FOR
CONSIDERATION**

2021/ 2022 Fund request and usage:

Undoubtedly, we will face unknown barriers to growth in the 2021/2022 Fiscal Year with so many businesses just now feeling the impact of the the workforce receiving stimulus checks, the unpredictability of the consumer and the online/remote impact on employment and retail. We believe our role is and will be as vital as ever before during this transitional business environment.

Our request of \$325,000 for economic development work and the \$102,000 for the proposed incentive plan to further entice businesses to choose the Shawnee region will give the CITY the greatest return on investment and long range sustainability plan. Using the research provided by our partners, the input of our partners and all of our efforts we look to bringing more business into the region. We are hearing very positive feedback on the perception of our support for the business community all the way from Senator Lankford's office to the local volunteers and we see our work to be mission critical to the CITY.

Our continued Business Retention and Expansion efforts, that can assist in creating and retaining the largest number of wealth producing jobs for our area, along with a realistic approach to new business attraction.

Our workforce development efforts and close relationship with the Career Tech systems in the area, the local Colleges and Universities, and other workforce programs are deeper aligning employers with their existing and future workforce.

This incentive fund, that has not been funded historically will allow our organization to not only do what we are able to do, but also allow us to be in more of the consideration sets of new businesses by having an incentive/recruitment fund. By simply being able to answer yes to this question by inquirers, we can get to the next level of negotiation.

Proposed contract changes for consideration:

Section I.3: Incentive Program: Shawnee Forward, in conjunction with CITY, shall prepare an incentive program for retention, recruitment and expansion of businesses within the CITY.

No action has been taken by the City or Shawnee Forward until now, to dedicate funds to the incentive program. We would like to propose setting up this program and committing annually to fund it for recruitment and competitive bidding purposes. We are asking for \$100,000 annually committed to this restricted Incentive Program. The binding stipulations of the incentive program funds will be provided to the CITY.

Current language: Section I.6.a. Shawnee Forward will provide a written monthly report of its activities to the CITY or as part of its monthly board meeting is something we currently provide in person at our board meetings to the member representing the City of Shawnee.

Recommended Change: We would like to recommend this be changed to a bi-annual executive session at a City Commission meeting to keep the commissioners informed without risking the release of confidential recruitment and retention details to the public.

Current language: Section I.6.c. Compliance with Open Meeting and Open Records Laws (the full paragraph of language)

Recommended Change: Strike through this contract compliance statement per the legal write up by Craig Brackeen. This unnecessary compliance stipulation places the economic development process and the privacy required by site selectors and potential projects at risk.

This concludes our response to the list of questions and documents listed in the City of Shawnee Resolution No. 6559. Following this application we have provided our 2021/22 proposed budget that will go before the board of directors next month. If there are other items that you require or something we have overlooked, please contact us at your earliest convenience so we can address those items.

2020 & 2021 Financials



CBEW
Professional
Group, LLP
Certified Public Accountants

206 N. HARRISON • P.O. BOX 790 • CUSHING, OKLAHOMA 74023 • 918-225-4216 • FAX 918-225-4315

WALTER H. WEBB, CPA
JANE FRAZIER, CPA
CHARLES E. CROOKS, CPA
TRISHA J. RIEMAN, CPA
GABRIELLE CONCHOLA, CPA

August 31, 2020

To the Board of Directors
Shawnee Forward, Inc.
Shawnee, Oklahoma

We have audited the financial statements of Shawnee Forward, Inc. (a non-profit organization), as of June 30, 2020, and have issued our report thereon dated August 31, 2020. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S Generally Accepted Auditing Standards

As stated in our engagement letter dated May 19, 2020, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Planned Scope and timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our engagement letter dated May 19, 2020 and our discussion with your staff about planning, scope and timing matters during the month of August 2020. In planning and performing our audit, we considered the Organization's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. While our audit provides a reasonable basis of our opinion, it does not provide a legal determination on the Organization's compliance with those requirements.

We are responsible for communicating significant matters related to the audit that are, in our professional opinion, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

SIGNIFICANT AUDIT FINDINGS:

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. No new accounting policies were adopted during the year. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.

Accounting Estimates (continued)

Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We evaluated the key factors and assumptions used to develop the estimates in determining that it is reasonable to the financial statements taken as a whole.

Certain financial statement disclosures may be particularly sensitive because of their significance to financial statement users. None of the disclosures are particularly sensitive. The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of the audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors and management of Shawnee Forward, Inc., and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

CBEW Professional Group, LLP
CBEW Professional Group, LLP
Certified Public Accountants

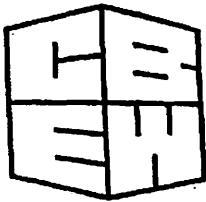
SHAWNEE FORWARD, INC.

BASIC FINANCIAL STATEMENTS
June 30, 2020

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

CONTENTS

	Page No.
Independent Auditor's Report	1
Basic Financial Statements:	
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to the Financial Statements	6-11



CBEW
Professional
Group, LLP
Certified Public Accountants

205 N. HARRISON • P.O. BOX 790 • CUSHING, OKLAHOMA 74023 • 918-225-4216 • FAX 918-225-4315

WALTER H. WEBB, CPA
JANE FRAZIER, CPA
CHARLES E. CROOKS, CPA
TRISHA J. RIEMAN, CPA
GABRIELLE CONCHOLA, CPA

INDEPENDENT AUDITOR'S REPORT

August 31, 2020

To the Board of Directors of
Shawnee Forward, Inc.
Shawnee, Oklahoma

Report on the Financial Statements

We have audited the accompanying financial statements of Shawnee Forward, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Shawnee Forward, Inc., as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

CBEW Professional Group, LLP
CBEW Professional Group, LLP
Certified Public Accountants

Members of American Institute and Oklahoma Society of CPAs
Serving Our Clients Since 1960

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

STATEMENT OF FINANCIAL POSITION
June 30, 2020

ASSETS

Current assets	
Cash and cash equivalents (Note 1)	\$ 321,936
Investments	20,210
Accounts receivable	30,372
Pledges receivable, current portion	117,000
Prepaid insurance	12,014
Total current assets	<u>501,532</u>
Fixed assets (Notes 1 and 3):	
Shell Building - investment	1,427,508
Land	46,626
Buildings and improvements	243,453
Office furniture and equipment	84,423
Total fixed assets	<u>1,802,010</u>
Less accumulated depreciation	(237,136)
Total capital assets, net	<u>1,564,874</u>
Other assets	
Pledges receivable, noncurrent portion	4,489
Mineral interest	1,000
Shawnee Tubing Real Estate LLC investment	100,000
Total other assets	<u>105,489</u>
Total assets	<u><u>\$ 2,171,895</u></u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable	\$ 3,450
Accrued payroll and payroll liabilities	20,088
Accrued compensated absences	7,121
Accrued interest payable	15,953
Deferred revenue	57,369
Security deposit payable	2,600
Current portion of long-term debt	22,437
Total current liabilities	<u>129,018</u>
Long-term liabilities	
Notes payable	1,279,655
Less current portion	(22,437)
Total long-term liabilities	<u>1,257,218</u>
Net assets:	
Net assets without donor restrictions	664,170
Net assets with donor restrictions	121,489
Total net assets	<u>785,659</u>
Total liabilities and net assets	<u><u>\$ 2,171,895</u></u>

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Contributions	\$ 32,076	\$ 41,924	\$ 74,000
Contract - City of Shawnee	296,496	-	296,496
Fundraising income	69,696	-	69,696
Interest income	679	-	679
Membership dues and events	102,995	-	102,995
Miscellaneous income	1,104	-	1,104
Rental income	85,455	-	85,455
Net assets released from restriction:	167,310	(167,310)	-
Total revenues	755,811	(125,386)	630,425
Expenses:			
Program services	428,282	-	428,282
Management and general	176,867	-	176,867
Fundraising	48,124	-	48,124
Total expenses	653,273	-	653,273
Increase (decrease) in net assets	102,538	(125,386)	(22,848)
Net assets - beginning of year	561,632	246,875	808,507
Net assets - end of year	\$ 664,170	\$ 121,489	\$ 785,659

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.

Shwane, Oklahoma

STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2020

Cash flows from operating activities:	
Increase (decrease) in net assets	\$ (22,848)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	14,172
(Increase)/decrease in pledges receivable, net	125,386
(Increase)/decrease in accounts receivable	(22,242)
(Increase)/decrease in prepaid expenses	(4,538)
(Decrease)/increase in accounts payable	1,421
(Decrease)/increase in accrued payroll & payroll taxes	14,272
(Decrease)/increase in accrued compensated absences	3,267
(Decrease)/increase in accrued interest payable	(12,013)
(Decrease)/increase in deferred revenue	57,369
(Decrease)/increase in security deposit payable	-
Net cash provided by operating activities	<u>154,246</u>
Cash flows from capital and related financing activities:	
Acquisition & construction of capital assets	-
Proceeds (payment) on debt	(9,805)
Net cash used in capital and related financing activities	<u>(9,805)</u>
Cash flows from investing activities:	
Net (purchase) redemption of investments	(218)
Business investment	-
Net cash provided by investing activities	<u>(218)</u>
Net Increase (decrease) in cash	144,223
Cash and cash equivalents at beginning of year	<u>177,713</u>
Cash and cash equivalents at end of year	\$ <u>321,936</u>
Supplemental Cash Flow Information	
Interest paid	\$ 53,147
Income taxes paid	-

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

Shawnee Forward, Inc. (the Corporation), is a non-stock, non-profit business association that promotes a regional vision. The organizations that came together to form this Corporation included the Greater Shawnee Area Chamber of Commerce, Inc., and the Shawnee Economic Development Foundation. This new Corporation has a common vision to serve the interests of the greater Shawnee area. To the extent consistent with the above general purposes, the specific purposes for this Corporation also include: (a) To generate jobs and investment; (b) To develop and maintain a greater Shawnee, Oklahoma area program to assist existing businesses and entrepreneurs; (c) To attract new businesses in order to improve the economic well-being of area residents; (d) To cultivate talent and leadership; (e) To promote and develop the resources of the Greater Shawnee, Oklahoma area and of its component municipalities; and (f) To enhance the quality of life concerns that has an impact on economic growth and development in the area.

B. Basis of Presentation

The financial statements of the Corporation are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Corporation and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed stipulations.

Net Assets With Donor Restrictions – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Corporation and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

C. Deposits and Investments

All bank deposits are held at various financial institutions and are carried at cost. The Corporation's cash deposits are covered by Federal Depository Insurance (FDIC). For purposes of statements of cash flows, the Corporation considers cash and all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

D. Property and Equipment

Property and equipment are recorded at cost if purchased or at acquisition value if donated and are depreciated using the straight-line method over the estimated useful lives of the respective assets. Ordinary repairs and maintenance are expenses in the period in which they occurred. The Board is currently working on establishing a capitalization policy.

E. Fair Value of Financial Instruments

The Corporation's financial instruments include cash and cash equivalents, investments, pledges receivable, and accounts payable. The Corporation's estimate of the fair value of all financial instruments does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statement of financial condition. The carrying amount of these financial instruments approximates fair value because of the short maturity of these instruments.

The Corporation's investments are composed entirely of Certificates of deposit with an initial maturity in excess of three months and are measured at Level 1.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Income Taxes

The Corporation is a not-for-profit organization that is exempt from federal and state income taxes as described in Section 501(c)(6) of the Internal Revenue Code. While contributions to the Corporation are not qualified charitable deductions, they may be deductible as trade or business expenses if ordinary and necessary in the conduct of the contributor's business. The Corporation is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. As a result, no provision for current or deferred income tax liability is recognized in the Corporation's books and records. Federal and state income tax statutes dictate that tax returns filed in any of the previous three reporting periods remain open to examination. Currently, the Corporation has no open examination with either the Internal Revenue Service or state taxing authorities.

G. Compensated Absences

It is the Corporation's policy to permit full-time employees to accumulate earned but unused vacation time. Full-time employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure. Sick leave may be accumulated from year-to-year, not to exceed 30 days. However, any unused sick leave will not be paid out at any time. At termination, either voluntary or involuntary, an employee will be paid for the balance of earned and accrued vacation at the current base rate of pay. Employees can carry forward, for 6 months, 40 hours of vacation to the next year.

H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

I. Advertising Costs

Advertising costs are charged to operations in the period incurred.

J. Contributions and Promises to Give

Contributions are recognized when the donor makes a promise to give to the Corporation that is, in substance, unconditional. Shawnee Forward reports gifts of cash or other assets as restricted support if they are received with donor stipulations that limit the use of the donated asset. When a donor restriction expires, that is, when a stipulated time restriction ends or the purpose of the restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restriction. Donor contributions whose restrictions are met in the same reporting period are treated as net assets without donor restrictions.

K. Support and Revenue

The major sources of support for Shawnee Forward's general operations are dues and contract income from the City of Shawnee. Membership dues are recognized as revenue as billed in the applicable membership period. Membership dues are net assets without donor restrictions available for use for administration, programs and projects of the Corporation. Contract support is recognized as revenue in the applicable year that funds are received. Shawnee Forward also receives rental income, which is recognized in the year that it is earned.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2020

2. PLEDGES RECEIVABLE

The Corporation accounts for pledges for units of participation in accordance with FASB ASC 958-310-50, *Accounting for Contributions Received and Contributions Made*.

Unconditional promises to give in more than 1 year are reflected at the present value of estimated future cash flows using the discount rate of 0.25%, per Federal Reserve. Net pledges receivable and maturities at June 30, 2020, were as follows:

As of June 30, 20	
Gross amounts of pledges receivable	\$ 121,500
Less present value discount	<u>(11)</u>
Net pledges receivable	<u>\$ 121,489</u>
Amount due in:	
1 year or less	\$ 117,000
2 to 5 years	4,489
Over 5 years	<u>-</u>
Net pledges receivable	<u>\$ 121,489</u>

3. SHAWNEE TUBING REAL ESTATE LLC INVESTMENT

In April 2017, Shawnee Economic Development Foundation invested \$100,000 for 5 units at Shawnee Tubing Real Estate, LLC. Those unit shares were transferred to Shawnee Forward when the Foundation merged with the Chamber to create the new Corporation. Several businesses and organizations in the Shawnee area became investors in this company to help keep jobs and the business operating in the local area. Financials are provided to the unit holders on a regular basis. Currently, Shawnee Forward should recover its initial investment, plus their share of distributable profits.

4. PROPERTY AND EQUIPMENT

The following is a summary of changes in property and equipment.

	Balance June 30, 2019	Additions/ Transfers	Deletions	Balance June 30, 2020
Land	\$ 46,626	\$ -	\$ -	\$ 46,626
Shell Building - investment	1,427,508	-	-	1,427,508
Buildings & improvements	243,453	-	-	243,453
Furniture, fixtures and equipment	<u>84,423</u>	<u>-</u>	<u>-</u>	<u>84,423</u>
Total	1,802,010	-	-	1,802,010
Less accumulated depreciation	<u>222,964</u>	<u>14,172</u>	<u>-</u>	<u>237,136</u>
Net	<u>\$ 1,579,046</u>	<u>\$ (14,172)</u>	<u>\$ -</u>	<u>\$ 1,564,874</u>

Depreciation expense for the current year is \$14,172.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2020

5. NOTE PAYABLE

On February 17, 2016, Shawnee Economic Development Foundation (now the Corporation) issued a construction loan payable to BancFirst, in the amount of \$1,300,000, for the construction of a building. The construction of the building has been completed and \$1,220,331 has been drawn down on the note. Principal payments are not due until February 2021, and the note is secured by business assets. The note is set to mature on August 17, 2025, with interest being at 5.00% on the note. Accrued interest payments are due semi-annually.

On March 7, 2016, Greater Shawnee Area Chamber of Commerce (now the Corporation) entered into a note payable with Shawnee Industrial Authority in the amount of \$100,000 with an interest rate of 1.5%, for the purchase of a heat and air unit. The note is set to mature on March 7, 2026.

Note Payable:	Balance 6/30/2019	Additions	Reductions	Balance 6/30/2020	Current Portion
BancFirst- Construction	\$ 1,220,331	\$ -	\$ -	\$ 1,220,331	\$ 12,483
Shawnee Industrial Authority	69,129	-	(9,805)	59,324	9,954
Total	\$ 1,289,460	\$ -	\$ (9,805)	\$ 1,279,655	\$ 22,437

The debt requirements to maturity, including principal and interest for long-term debt are as follows:

Maturities June 30,	Principal	Interest	Total Due
2021	\$ 22,437	\$ 52,939	\$ 75,376
2022	35,866	61,571	97,437
2023	37,340	60,097	97,437
2024	38,886	58,551	97,437
2025	40,344	57,093	97,437
2026-2030	1,104,782	27,621	1,132,403
Total	\$ 1,279,655	\$ 317,872	\$ 1,597,527

6. RISK MANAGEMENT

The Corporation is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Corporation continues to carry commercial insurance for these risks, including general liability, property damage, and public officials' liability.

7. RETIREMENT

Contract employees receive a retirement contribution of 5% of base salary from Shawnee Forward, while non-contract employees are eligible to contribute to a retirement policy after 1 full year of employment or after October 17, 2020, whichever is later. Shawnee Forward will match up to 2%. The Corporation contributed \$11,867 during the year for employees retirement.

8. RENTAL INCOME

The Corporation (formall entered into a lease agreement with Central Oklahoma Community Action Agency (COCAA) on April 1, 2018, to lease the first and second floors of the Corporation's building for COCAA operations, located at 131 N. Bell. The lease agreement was only for a 9-month contract and lease payments were \$4,296.25 per month. The lease agreement was renewed on January 1, 2019 for an annual contract with COCAA, with lease payments remaining the same.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2020

8. RENTAL INCOME (Continued)

The Corporation (formally the Chamber) entered into a lease agreement with Visit Shawnee on May 1, 2016, to lease the half of the first floor of the building that the Corporation operates in at 231 N. Bell. The term of the lease is May 1, 2016 to June 30, 2021 at \$2,600 per month, which includes utilities. Visit Shawnee agrees to pay, in addition to monthly rent, their portion of telephone and interest services.

The Corporation also entered into various month-to-month lease agreements to lease suites within building that the Corporation operates in at 231 N. Bell. These monthly leases ranged from \$200-\$300 per month.

The following is the activity for the rental properties during the year:

	131 N. Bell	231 N. Bell	Total
Rental Income	\$ 51,555	\$ 33,900	\$ 85,455
Insurance	(3,400)	(1,036)	(4,436)
Repairs & Maintenance	(1,632)	(2,325)	(3,957)
Telephone	-	(1,756)	(1,756)
Utilities	(10,473)	(5,743)	(16,216)
Total	\$ 36,050	\$ 23,040	\$ 59,090

9. RELATED-PARTY TRANSACTIONS

The Corporation has entered into an annual contract with the City of Shawnee to perform certain economic development services. Under the terms of the contract, the City agreed to pay the Corporation the \$286,000 each year for such services. Annual evaluations of program results are made, and continuation or extension of the contract is subject to mutual approval by the City and the Corporation.

10. FUNCTIONAL EXPENSES

Per requirement of FASB ASU 2016-14, Shawnee Forward, Inc., adopted a methodology policy for allocation of functional expenses. The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other which are allocated on the basis of estimates of time and specific use.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2020

11. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet, comprise of the following:

Cash and cash equivalents	\$ 321,936
Investments	20,210
Accounts receivable	30,372
Pledges receivable	<u>121,489</u>
Financial assets, at year-end	494,007
Net assets with restrictions	<u>(121,489)</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 372,518</u>

Shawnee Forward, Inc., has \$494,007 of financial assets available at year end. Of that amount, \$121,489 are pledges receivable that are recorded as net assets with restrictions until the pledge is received. At year end, the Corporation has \$372,518 of financial assets available within 1 year of the balance sheet date to meet cash needs for general expenditures. Shawnee Forward, Inc. is primarily supported through contributions, fundraising (special event), contract with City of Shawnee, membership dues, and other revenues. The Corporation manages its liquidity by developing and adopting an annual operating budget that provides sufficient funds for general expenditures in meeting its liabilities and other obligations as they come due. As part of the Corporation's liquidity management, cash balances in excess of daily requirements are invested in interest-bearing accounts.

12. NEW ACCOUNTING PRONOUNCEMENTS

In May 2014 the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, Not-for-Profit Entities (Topic 606): Revenue from Contracts with Customers. This ASU establishes principles for reporting useful information to users of financial statements about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers, particularly, that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services (example: membership fees). Many of these changes will require additional effort and resources on the part of management. The effective date for this standard has been delayed to annual reporting periods beginning after December 15, 2019.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which requires lessees to recognize leases on the balance sheet and disclose key information about leasing arrangements. The new standard establishes a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the statement of financial position for most leases with a term longer than 12 months. Leases will be classified as finance or operating, with classification affecting the pattern and classification of the expense recognition in the statement of activities. The effective date for this standard has been delayed to annual reporting periods beginning after December 15, 2020.

13. SUBSEQUENT EVENTS

Management has evaluated subsequent events and transactions through the date of the audit report, which is the date the financial statements were available to be issued. Management is currently evaluating the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Corporation's financial position and results of its operations, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

11:13 AM

03/22/21

Accrual Basis

Shawnee Forward Inc
Profit & Loss by Class
 July 2020 through February 2021

	Economic Development Funds	TOTAL
Ordinary Income/Expense		
Income		
City of Shawnee		
Contract Income	138,600.00	138,600.00
Contract Increase	34,372.50	34,372.50
Total City of Shawnee	172,972.50	172,972.50
Total Income	172,972.50	172,972.50
Gross Profit	172,972.50	172,972.50
Expense		
Contract Services		
Accounting Fees	10,884.63	10,884.63
Outside Contract Services	96.18	96.18
Total Contract Services	10,980.81	10,980.81
Facilities		
Bldg Maintenance	465.68	465.68
Cleaning	92.49	92.49
Utilities	425.40	425.40
Total Facilities	983.57	983.57
Operations		
Advertising	585.00	585.00
Bank Charge	29.00	29.00
Dues & Licenses	7,859.95	7,859.95
Interest Expense	74.16	74.16
Meals/Entertainment/Travel	369.51	369.51
Printing and Copying	6.57	6.57
Supplies	346.39	346.39
Telephone, Telecommunications	9.57	9.57
Total Operations	9,280.15	9,280.15
Personnel		
EE Meals & Entertainment	360.51	360.51
Payroll Taxes	10,207.04	10,207.04
Retirement	3,125.00	3,125.00
Salaries	133,849.95	133,849.95
Total Personnel	147,542.50	147,542.50
Total Expense	168,787.03	168,787.03
Net Ordinary Income	4,185.47	4,185.47
Other Income/Expense		
Other Income		
Lease Activities		
131 N Bell		
Expenses	-1,283.39	-1,283.39
Total 131 N Bell	-1,283.39	-1,283.39

11:13 AM

03/22/21

Accrual Basis

Shawnee Forward Inc
Profit & Loss by Class
July 2020 through February 2021

	<u>Economic Development Funds</u>	<u>TOTAL</u>
Shell Building		
Expenses	-9,625.87	-9,625.87
Interest - Bldg	-21,191.71	-21,191.71
Pott. County Income	10,745.69	10,745.69
Total Shell Building	<u>-20,071.89</u>	<u>-20,071.89</u>
Total Lease Activities	<u>-21,355.28</u>	<u>-21,355.28</u>
Total Other Income	<u>-21,355.28</u>	<u>-21,355.28</u>
Net Other Income	<u>-21,355.28</u>	<u>-21,355.28</u>
Net Income	<u><u>-17,169.81</u></u>	<u><u>-17,169.81</u></u>

11:15 AM

03/22/21

Accrual Basis

Shawnee Forward Inc
Profit & Loss by Class
 July 2020 through June 2021

	Economic Development Funds	TOTAL
Ordinary Income/Expense		
Income		
City of Shawnee		
Contract Income	207,900.00	207,900.00
Contract Increase	52,704.50	52,704.50
Total City of Shawnee	<u>260,604.50</u>	<u>260,604.50</u>
Total Income	<u>260,604.50</u>	<u>260,604.50</u>
Gross Profit	260,604.50	260,604.50
Expense		
Contract Services		
Accounting Fees	10,884.63	10,884.63
Outside Contract Services	96.18	96.18
Total Contract Services	<u>10,980.81</u>	<u>10,980.81</u>
Facilities		
Bldg Maintenance	465.68	465.68
Cleaning	92.49	92.49
Utilities	436.60	436.60
Total Facilities	<u>994.77</u>	<u>994.77</u>
Operations		
Advertising	585.00	585.00
Bank Charge	29.00	29.00
Dues & Licenses	7,859.95	7,859.95
Interest Expense	74.16	74.16
Meals/Entertainment/Travel	369.51	369.51
Printing and Copying	6.57	6.57
Supplies	346.39	346.39
Telephone, Telecommunications	19.25	19.25
Total Operations	<u>9,289.83</u>	<u>9,289.83</u>
Personnel		
EE Meals & Entertainment	360.51	360.51
Payroll Taxes	10,207.04	10,207.04
Retirement	3,125.00	3,125.00
Salaries	133,849.95	133,849.95
Total Personnel	<u>147,542.50</u>	<u>147,542.50</u>
Total Expense	<u>168,807.91</u>	<u>168,807.91</u>
Net Ordinary Income	91,796.59	91,796.59
Other Income/Expense		
Other Income		
Lease Activities		
131 N Bell		
Expenses	-1,474.49	-1,474.49
Total 131 N Bell	<u>-1,474.49</u>	<u>-1,474.49</u>

11:15 AM

03/22/21

Accrual Basis

Shawnee Forward Inc
Profit & Loss by Class
July 2020 through June 2021

	<u>Economic Development Funds</u>	<u>TOTAL</u>
Shell Building		
Expenses	-9,689.27	-9,689.27
Interest - Bldg	-21,191.71	-21,191.71
Pott. County Income	10,745.69	10,745.69
Total Shell Building	<u>-20,135.29</u>	<u>-20,135.29</u>
Total Lease Activities	<u>-21,609.78</u>	<u>-21,609.78</u>
Total Other Income	<u>-21,609.78</u>	<u>-21,609.78</u>
Net Other Income	<u>-21,609.78</u>	<u>-21,609.78</u>
Net Income	<u>70,186.81</u>	<u>70,186.81</u>

Shawnee Forward

Budget for July 2021 - June 2022 Economic Development Funds

Economic Development Funds	
Ordinary Income/Expense	
Income	
City of Shawnee	\$325,000.00
Expense	
Contract Services	\$11,727.00
Facilities	\$3,682.00
Operations	\$29,000.00
Personnel	\$209,418.00
Total Expense	<u>\$253,827.00</u>
Net Ordinary Income	\$71,173.00
Other Income/Expense	
Other Income	
Lease Activities	
Shell Building	
Expenses	-\$14,585.00
Interest - Bldg	-\$69,834.00
Pott. County Income	<u>\$13,246.00</u>
Total Shell Building	<u>-\$71,173.00</u>
Net income	<u>\$0.00</u>

Incentive Fund	
Ordinary Income/Expense	
Income	
City of Shawnee	\$102,000.00
Pledges	\$102,000.00
Expense	
Business Recruitment	\$25,000.00
Business Retention	\$25,000.00
Business Expansion	\$25,000.00
Total Expense	<u>\$75,000.00</u>
Incentive Fund Carry-Over	<u>\$129,000.00</u>

Regular Board of Commissioners

9.

Meeting Date: 06/07/2021

Amendment No. 1 PDG

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of Amendment No. 1 to contract for Design Consultant Services for the development and construction of Kids Space Park and Woodland Veterans Park with PDG Planning Design Group.

Attachments

Amendment

Budget Summary

AMENDMENT NO. 1 TO CONTRACT FOR DESIGN CONSULTANT SERVICES

This Amendment made and entered into this ____ day of _____, 2021, by and between the City of Shawnee, a municipal corporation ("City"), and its successors in interest, and PDG, LLC d.b.a. Planning Design Group ("Design Consultant").

WITNESSETH:

WHEREAS, the City and the Design Consultant entered into a contract on November 1, 2019 entitled:

**DEVELOPMENT AND CONSTRUCTION OF KIDS SPACE PARK AND
WOODLAND VETERANS PARK**

WHEREAS, additional funding was made available to provide for additional work by the Design Consultant team as outlined hereinto develop a larger scope of design incorporating all elements of the master plans for Kids Space Park and Woodland Veterans Park into the construction documents; and

WHEREAS, these improvements include expanded scope of the park amenities at Kid Space Park and Woodland Veterans Park. It also includes the accompanying site elements, such as pavement, fencing, site lighting, buildings, aquatic features, and other components; and

WHEREAS, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the original contract must be amended to incorporate the Design Consultant's work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Design Consultant for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$207,500.00 for Design Consultant services

For Amendment No. 1:

Not to exceed \$307,500.00 for Design Consultant services

Total Amended Contract:

Not to exceed \$515,000.00 (and increase of \$307,500.00) for all services.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Amend Paragraph 4. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$515,000.00 (an increase of \$307,500.00) for Basic Services as specifically set forth Exhibit B, attached hereto and incorporated herein.

2. **AMEND EXHIBIT B – COMPENSATION** as attached herein:

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF KIDS SPACE PARK AND
WOODLAND VETERANS PARK**

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$515,000.00 (an increase if \$307,500.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$515,000.00 (an increase of \$307,500.00), and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments of the amounts for each task may be invoiced for incremental work completed.

A. CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION ADMINISTRATION

Task 1 an amount not to exceed:

\$. 180,000 (an increase of \$107,500)

Completion and recommendation by the City Staff for approval by the City Council of the preliminary plans for the project.

Task 2 an additional amount not to exceed:

\$. 257,250 (an increase of \$153,750)

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:

\$. 15,750 (an increase of \$9,250)

Award of the construction contract to the successful bidder.

Task 4 an additional amount not to exceed:

\$. 51,750 (an increase of \$30,750)

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the construction contractor's percentage of completion.

An additional amount not to exceed:

\$. 10,250 (an increase of \$6,250)

Upon satisfactory completion and acceptance of the as-built drawings.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Design Consultant that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City Manager and the Mayor of the City of Shawnee.

“LANDSCAPE ARCHITECT”

**P D G, LLC d.b.a.
PLANNING DESIGN GROUP**

ATTEST:

By: _____

By: _____

James Crosby, President

Subscribed and Sworn to me this ____ day of _____ 2021

Notary Public _____

Date: _____

Commission # / Expiration: _____

“OWNER”

THE CITY OF SHAWNEE, OKLAHOMA,

By: _____

Chance Allison, City Manager

ATTEST:

Lisa Lasyone, CMC, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2021.

Joe Vorndran, City Attorney

Shawnee Parks - Overall Budget Summary

Woodland Veterans Park and Kid Space Park

Date: April 12, 2021

OVERALL PROJECT FUNDING AS ESTABLISHED BY THE CITY	\$8,700,000.00
--	----------------

SET FEES	AMOUNT
1 Current Design Fees (Based on \$2,384,787.49 Construction Budget)	-\$207,500.00
2 Additional Design Fees (Increased Project Scope of \$4,995,712.51)	-\$307,500.00
3 Project Surveying	-\$12,500.00
4 Geotechnical Report	-\$12,000.00
5 Construction Testing Services	-\$50,000.00
6 Construction Contingency	-\$730,000.00

TOTAL COST FOR SET FEES	-\$1,319,500.00
-------------------------	-----------------

TOTAL SPORTS COMPLEX CONSTRUCTION BUDGET	\$7,380,500.00
--	----------------

Regular Board of Commissioners

10.

Meeting Date: 06/07/2021

Interlocal Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration, and approval of the Board of Pottawatomie County Commissioner's Interlocal Agreement Resolution No. 2021-03 for reimbursement regarding the construction of an Industrial Access Project along North Leo Avenue.

Attachments

Memo



Office of Engineering
MEMORANDUM

DATE: Monday, June 7, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: North Leo Avenue – Industrial Access Project
Project No. SAP-263D(070) - J/P NO. 34086(04)

On March 1, 2021 City commission approved a project agreement with ODOT for an industrial access road project on North Leo Avenue. The agreement states ODOT will reimburse up to \$275,000 of a \$300,000 project. At that time, staff stated Pottawatomie County agreed to reimburse the city \$25,000, in addition to ODOT's funding. This was affirmed with the Board of County Commissioners approval of the attached interlocal agreement. Staff now asks for commission approval to enter the interlocal agreement for project reimbursement.

The proposed project begins at Kickapoo Spur on North Leo Avenue and extends northerly, approximately 2000 feet to Independence Street, then west on Independence for approximately 1500 feet, and the remaining section of North Leo between Independence and State Highway 270/177. (Reference Figure 1 attached)

The project's current construction estimate is \$332,492.89.

Staff recommends approval for the interlocal agreement. If you have any questions or need additional information, please do not hesitate to ask.



Figure 1 – Industrial Access Project

Regular Board of Commissioners

11.

Meeting Date: 06/07/2021

Streatery

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of Streatery Guidelines. *(Deferred from the May 17, 2021 City Commission Agenda.)*

Attachments

Memo

Guidelines

Parking Map



Community Development Department

MEMORANDUM

DATE: Monday, June 7th, 2021
TO: City of Shawnee City Commission
FROM: Rebecca Blaine, Planning Director, AICP, CFM
RE: Streateries

Mayor and Commissioners,

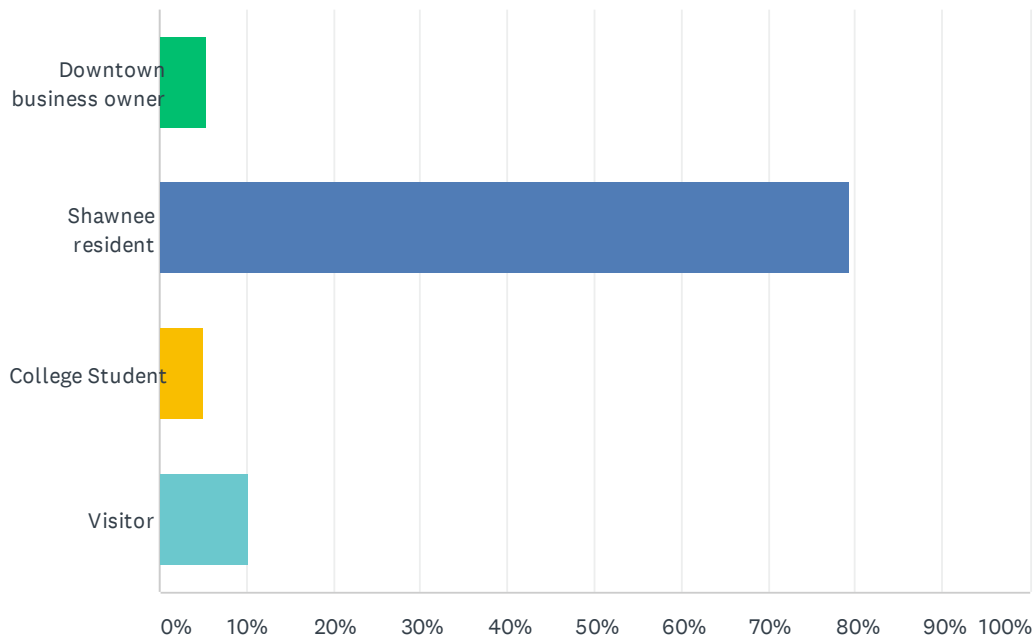
Points of discussion and items modified since the original staff presentation of the Streateries Design Guidelines:



- Commerce being allowed in the city right-of-way should be added to the original 2018 Resolution.
- Affixing anything to our sidewalks or streets that would require patching or repair should be prohibited.
- Opinions of the downtown business owners and the general public should be collected. Staff composed a brief 10 question online survey that was open for seven days. 930 responses were collected being comprised of: downtown business owners, Shawnee residents, college students and visitors. Results and comments collected from this survey are attached for your review. You may access an interactive of the results in the included link or by scanning the QR code:
<https://www.surveymonkey.com/stories/SM-DFGDR35C/>
- Concerns about parking spaces on Main Street proper were expressed. A cap has been added within the resolution to address this concern.

Q1 Please select which best describes yourself?

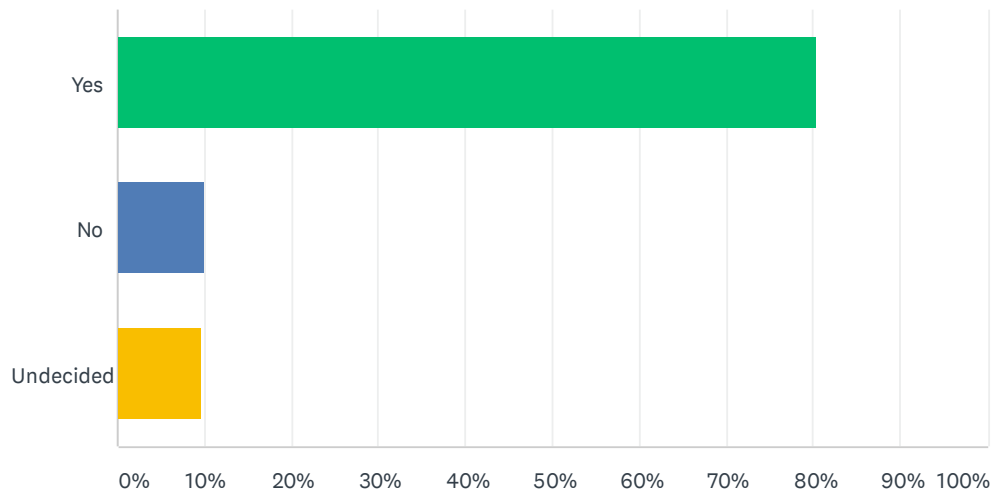
Answered: 930 Skipped: 0



ANSWER CHOICES	RESPONSES	
Downtown business owner	5.48%	51
Shawnee resident	79.35%	738
College Student	4.95%	46
Visitor	10.22%	95
TOTAL		930

Q2 Would you like to see streateries in Downtown Shawnee?

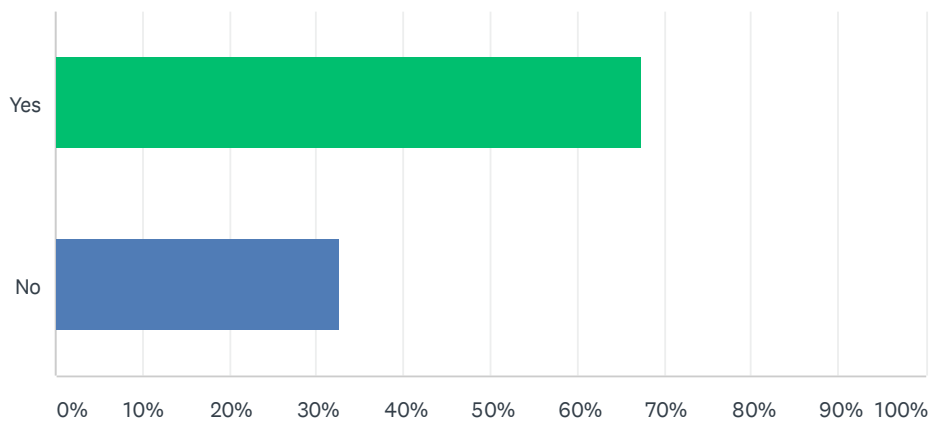
Answered: 930 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	80.32%	747
No	10.00%	93
Undecided	9.68%	90
TOTAL		930

Q3 Have you visited a streatory in another community before?

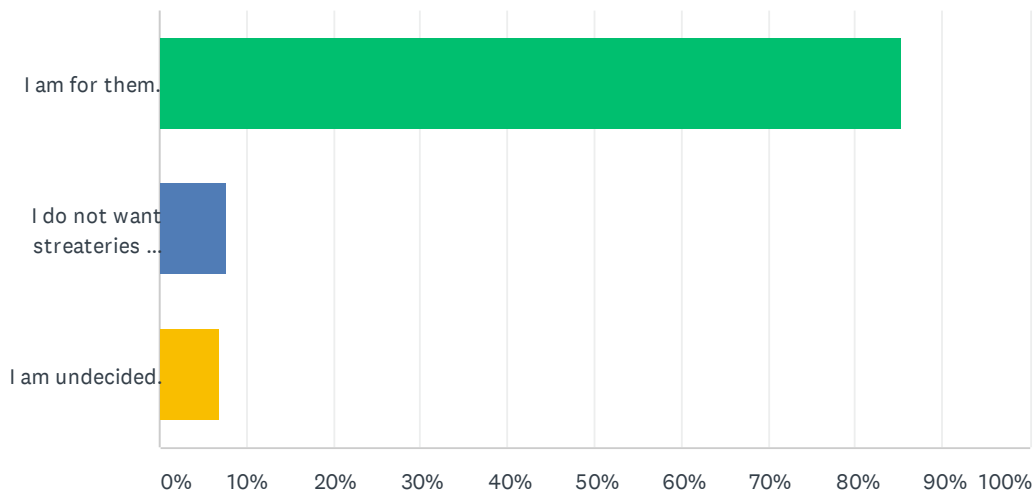
Answered: 930 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	67.31%	626
No	32.69%	304
TOTAL		930

Q4 If streateries didn't impede ADA or foot traffic on sidewalks downtown, what would your opinion be?

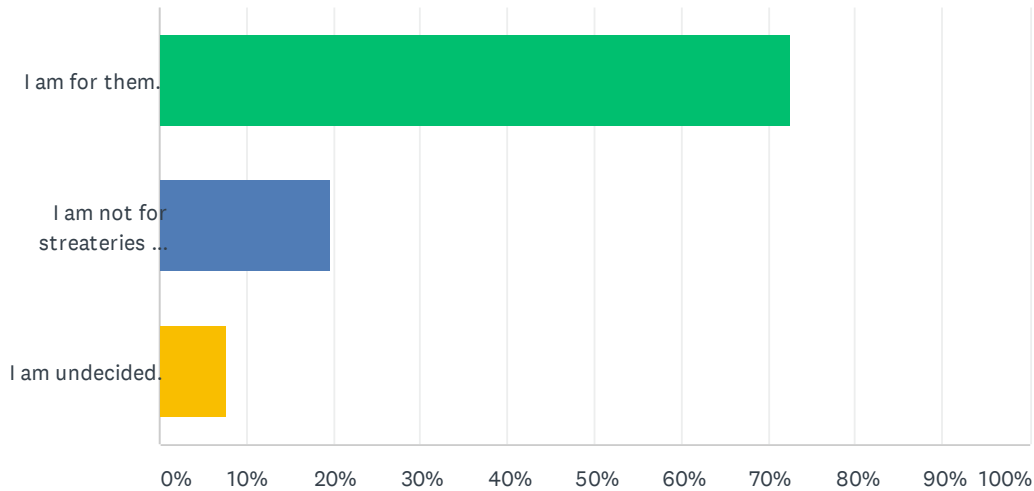
Answered: 930 Skipped: 0



ANSWER CHOICES		RESPONSES	
I am for them.		85.38%	794
I do not want streateries on the sidewalks downtown.		7.74%	72
I am undecided.		6.88%	64
TOTAL			930

Q5 If ADA parking spaces were not impeded, how would you feel about having streateries in up to three parking spaces downtown (for dining and coffee shops)?

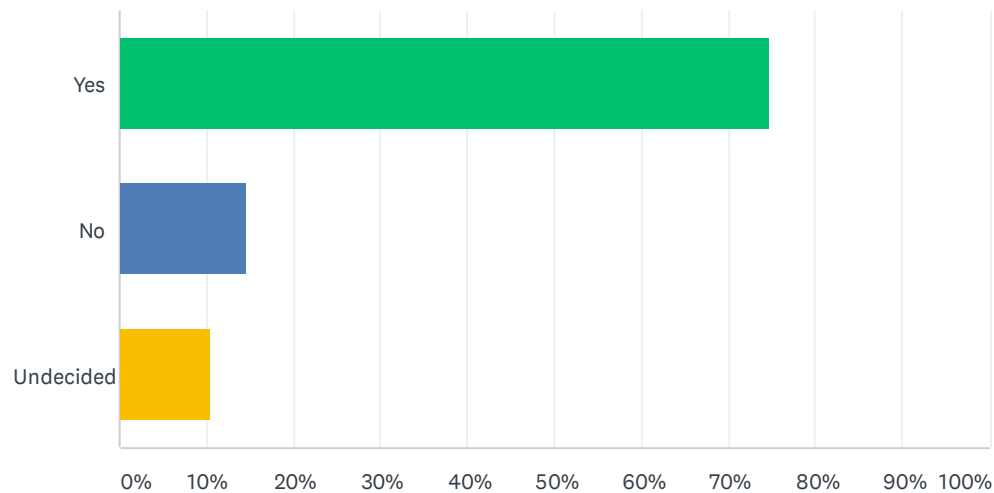
Answered: 930 Skipped: 0



ANSWER CHOICES	RESPONSES	
I am for them.	72.58%	675
I am not for streateries in parking spaces.	19.68%	183
I am undecided.	7.74%	72
TOTAL		930

Q6 Would having wayfinding signs (also known as directional signage) for downtown parking increase your support for streateries?

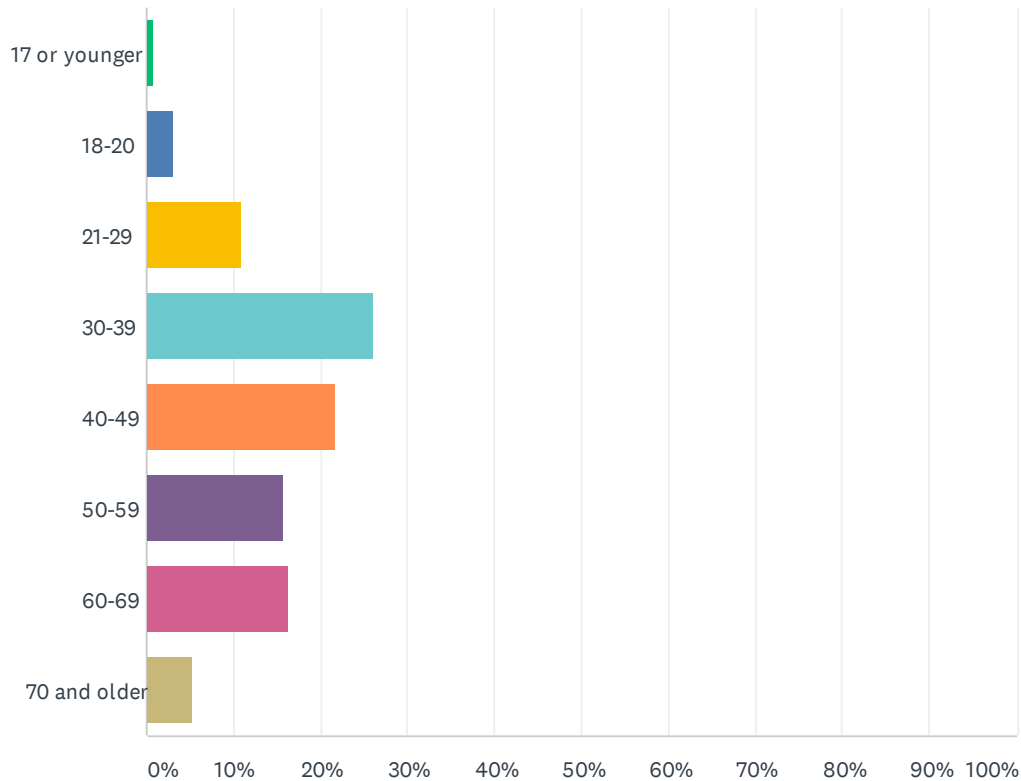
Answered: 930 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		74.73%	695
No		14.73%	137
Undecided		10.54%	98
TOTAL			930

Q7 What is your age?

Answered: 930 Skipped: 0



ANSWER CHOICES	RESPONSES	
17 or younger	0.86%	8
18-20	3.23%	30
21-29	10.86%	101
30-39	26.24%	244
40-49	21.83%	203
50-59	15.59%	145
60-69	16.24%	151
70 and older	5.16%	48
TOTAL		930

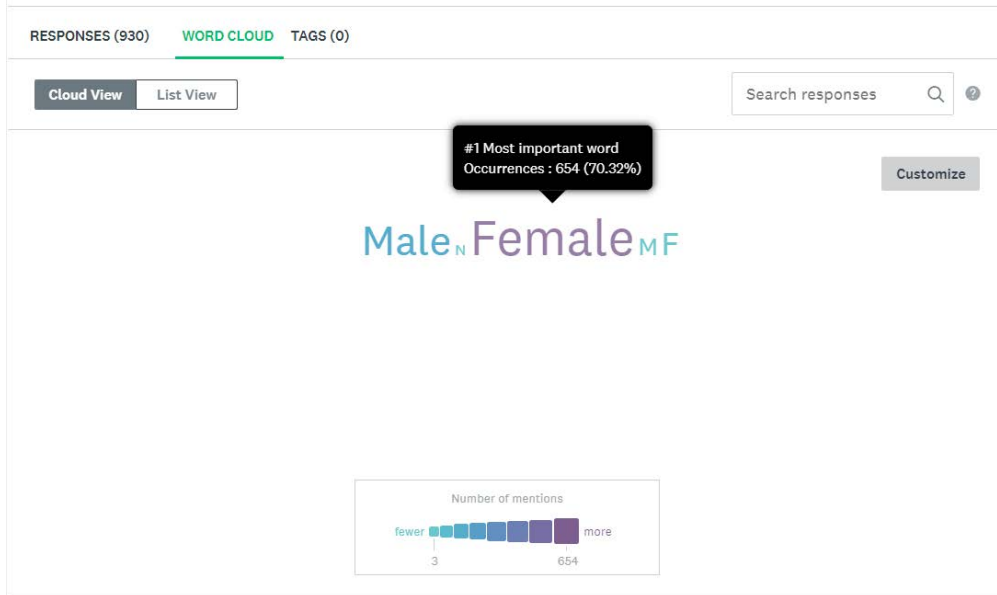
Q8 What is your gender?

Answered: 930 Skipped: 0

Gender Breakdown of all 930 respondents in Word Cloud

What is your gender?

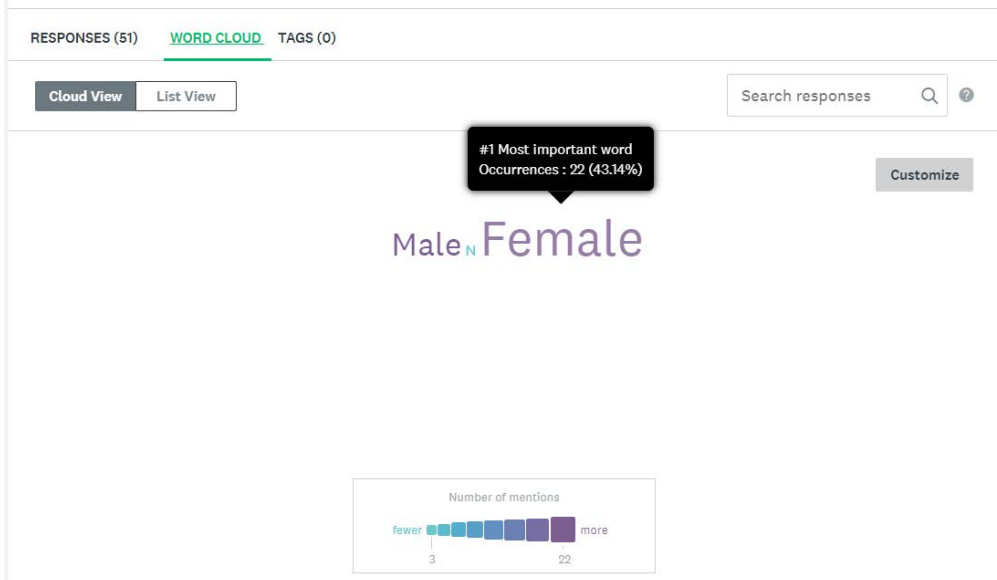
Answered: 930 Skipped: 0



Gender Breakdown of 51 Downtown Business Owners in Word Cloud

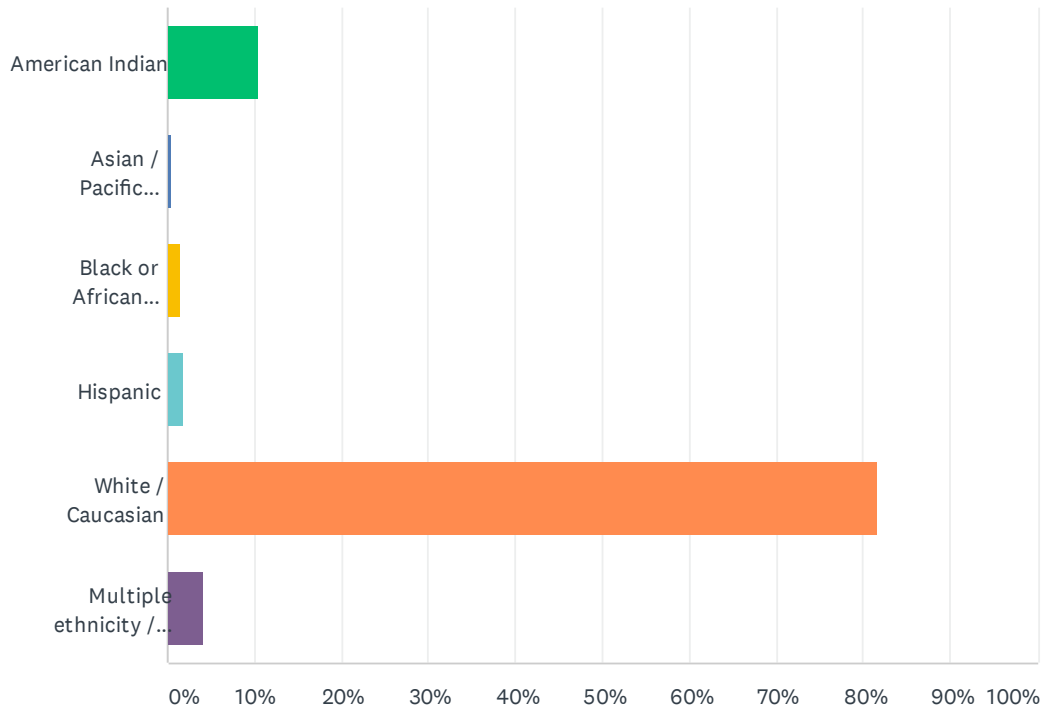
What is your gender?

Answered: 51 Skipped: 0



Q9 Which race/ethnicity best describes you? (Please choose only one.)

Answered: 919 Skipped: 11



ANSWER CHOICES	RESPONSES	
American Indian	10.55%	97
Asian / Pacific Islander	0.33%	3
Black or African American	1.52%	14
Hispanic	1.96%	18
White / Caucasian	81.50%	749
Multiple ethnicity / Other (please specify)	4.13%	38
TOTAL		919



City of Shawnee Streatory Guidelines

Adopted by City Commission
06.07.2021

STREATERY GUIDELINES

Purpose:

A Streatery is essentially an open air public space installed in a parking spot, sidewalk, or loading zone reserved for the use of the adjacent restaurant during their business hours.

The Purpose of the Streatery Guidelines is to create efficient uses of urban space, provide attractive additions to local streetscapes, invite people to sit and stay in public spaces, enhance walkability, allow commerce in the right-of-way, and encourage business participation in a vibrant streetscape.

Because the process for streateries in Shawnee is still new, these guidelines are subject to change at the discretion of the City of Shawnee.

The guidelines consist of two parts – one, items that *must* be considered as the streatery is designed, and two, suggested design elements that *may* be considered to improve the functionality and appearance of the streatery.

Process:

Must: The Restaurant requesting the streatery must enter into an agreement with City of Shawnee and receive administrative approval of the plans for the streatery.

Design Elements:

Footprint

Must: The streatory may utilize up to three parking spaces in front of the sponsoring restaurant. The area included should not extend beyond the lateral property lines of the business. In all cases, a pedestrian path of 5 feet must be maintained on the sidewalk.

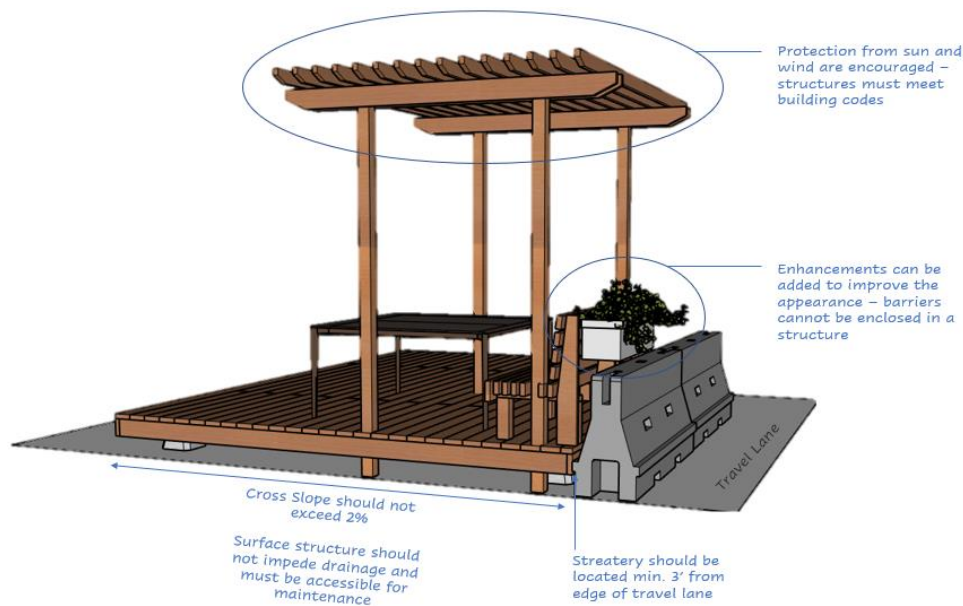
May: This may be amended by request with written permission of the neighboring business.

Barriers

Must: Streateries shall be required to have a buffer to protect users from street traffic. Streateries should utilize barriers that meet the same protective standards as ASTM 3016 (F3016). Streateries must be situated a minimum of 3 feet from the nearest edge of travel lane. Other perimeter barriers should be included to prevent pedestrians from entering the street. All edging and buffering will require City approval.



May: Buffers can be enhanced with planters, durable seating, railing/edging, or other visible, protective edging as approved by staff in the application process. Planters used as edging features are required to be large and durable. Applicants may provide additional buffering in the form of planters, potted plants, or similar design elements for aesthetics purposes only, and they are not considered to be barriers.



Decking/Surface

Must: Streateries must be ADA accessible. If decking is used it must be flush with the curb and may not have more than ½" gap from the curb or have ramps for access. Platforms shall not exceed a 2% cross slope. Decking will need to be constructed of durable material capable of withstanding weather elements. Deck installation shall not damage the sidewalk, street, curb, or any aspect of the public right-of-way.

Building permit approval may be required for decks/floors.

May: Acceptable surface materials include, aluminum, stainless steel, naturally rot resistant wood, treated wood, wood composite, stone or brick pavers. Materials to avoid include untreated solid wood in contact with the ground, indoor wood or laminate flooring, uncoated metals susceptible to corrosion, or indoor carpet or artificial turf.

Design Considerations:

Must: Streatory elements shall not be within 5 feet of and should not hinder access to a fire hydrant. Elements shall not be located over a manhole, public utility valve, or cover.

The streatory cannot impede drainage. If decking is utilized, the decking should allow for easy access underneath and proper drainage. Space underneath any platform surface must be accessible for maintenance.

Furniture and fixtures should be specifically made for outdoor use. Light weight plastic furniture should not be used. Furniture and fixtures cannot be secured to public infrastructure during use or as storage.

May: Including other amenities to enhance the streatory experience are strongly encouraged and examples are listed below.

Lighting - Self-contained low-voltage, all weather, lighting systems, such as solar or battery powered lights are encouraged. Flashing or colored lights and cords that extend over the sidewalk are prohibited.



Heating – Appropriate heating elements are encouraged but must meet all Fire Codes. No cooking or open flames are allowed inside of streateries.

Wind blocks/Shade – Providing relief from the wind and sun are encouraged. Ceilings connected to the streatory must be able to withstand wind speeds up to 115mph. Non permanent ceilings (tents, awnings, shade sails, etc.) must be stable in 50mph winds and be able to be taken down and stored safely when winds are expected to exceed such speeds. Building permit approval may be needed for structures.



Metal furniture



Heavy-duty exterior furniture

USE THROUGHOUT THE DAY SERVICE HOURS

During your listed hours of service, the streatory is yours to use for the exclusive use of your business' customers. Any equipment you need for serving should stay within the footprint of the streatory and not extend into the sidewalk's 5' pathway, adjacent parking spaces, or travel lanes. If you choose to not use your streatory for table service on a particular day, the space should remain open for public use.

NON-SERVICE HOURS

Whenever your business is not serving customers, the streatory will become a public streatory open to everyone. Chairs, tables, heating elements, and weather protection can be left in the streatory and should be arranged in a way that's inviting and usable to the public. No ropes, chains, or fencing may be used to prevent people from entering or using the space.

Any equipment used for food or drink service should be removed from the streatory when your business is closed. Storage can be built into the streatory structure, but equipment like serving carts or trays should not be left out.



Materials:

Flooring –

Acceptable: Flooring meant to be used outdoors and withstand weather while being slip resistant. Examples include, treated wood, naturally rot-resistant wood, wood composite, aluminum, stainless steel.

Avoid: Untreated solid wood, indoor wood or laminate flooring, indoor carpet, artificial turf.



Perforated aluminum floor



Composite wood decking



Interior laminate flooring is not acceptable



Artificial turf is not acceptable

Shade –

Acceptable: Canvas or other heavy duty fabric materials and umbrellas, architectural metal, painted/stained coated wood, naturally rot resistant wood.

Avoid: Corrugated plastic or metal, thatching, items that could be considered signage.



Wood or metal slats



Lapped wood or metal roof



Corrugated plastic is not acceptable

Walls –

Acceptable: Painted, stained or coated wood; architectural metal, naturally rot resistant wood.

Avoid: Pallets (recycled wood from pallets may be acceptable), metal fencing, plastic panels or fencing.



Wood or metal planters with glass windows



Clear coated wood barrier walls



Pallets are not acceptable



Vinyl fencing is not acceptable

Planters –

Acceptable: Painted, stained or coated wood; architectural metal, naturally rot resistant wood, concrete.

Avoid: Plastic.



Naturally rot-resistant wood



Concrete



Plastic is not acceptable



Coated wood planters as barrier walls

Furniture –

Acceptable: Furniture and fixtures must be specifically made for outdoor use. Materials include wood, heavy duty plastic, metal, fabric.

Avoid: Lightweight plastic, upholstered furniture not rated for exterior use.



Metal furniture



Heavy-duty exterior furniture



Temporary furniture not intended for continuous outdoor use



Lightweight residential plastic furniture



LEGEND	
	HANDICAP PARKING
	ANGLE PARKING
	PARALLEL PARKING

TOTAL PARKING	
644-	ON STREET INCLUDES
30-	ACCESSIBLE SPACES
760-	OFF STREET (CITY LOTS)
28-	ACCESSIBLE SPACES

PARKING INVENTORY

SURVEY BY: DRAWN BY: JRB CHECKED BY: BDH		CITY OF SHAWNEE 222 BROADWAY SHAWNEE, OKLAHOMA		
REVISED	DATE			
				ENGINEERING DEPARTMENT
ENGINEER	DATE	SCALE	PROJECT NO.	SHEET NO.
JK	11/17/05	AS SHOWN		1 OF 1

Regular Board of Commissioners

12.

Meeting Date: 06/07/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution supporting the adoption of a parklet/streatery policy, allowing the temporary conversion of the sidewalk or of three or less curbside parking spaces into a platform or space with pedestrian amenities; parklets offer a place to stop, sit, and rest while in Shawnee, while streateries offer a place to conduct commerce in the right-of-way.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE ADOPTION OF A PARKLET/STREATERY POLICY, ALLOWING THE TEMPORARY CONVERSION OF THE SIDEWALK OR OF THREE OR LESS CURBSIDE PARKING SPACES INTO A PLATFORM OR SPACE WITH PEDESTRIAN AMENITIES; PARKLETS OFFER A PLACE TO STOP, SIT, AND REST WHILE IN SHAWNEE, WHILE STREATERIES OFFER A SPACE TO CONDUCT COMMERCE IN THE RIGHT-OF-WAY.

WHEREAS, the City of Shawnee supports policies and programs that focus on health, wellness, and an active community environment; and

WHEREAS, Parklets are urban amenities appropriate for narrow, active pedestrian streets with slower speed limits; and

WHEREAS, specific design and placement guidelines will ensure safety while not impacting the street's vehicular traffic flow; and

WHEREAS, Parklets or Streateries can take up a maximum of 2% of total parking spaces within the Downtown District at any given time; and

WHEREAS, Blue Zones Project of Pottawatomie County has qualified Parklet allowances as a land use best practice; and

NOW, THEREFORE BE IT RESOLVED, the City Commission of the City of Shawnee hereby supports the adoption and implementation of a Parklet/Streatery Policy.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

Regular Board of Commissioners

13.

Meeting Date: 06/07/2021

ODOT

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution to approve a project maintenance, financing, and right-of-way agreement with the Oklahoma Department of Transportation (ODOT) regarding the MacArthur Street Sidewalk Project. (Shawnee: MacArthur Bike/Ped Trail) Project No.: TAP3-2996(004)TP – State Job No. 32996(04).

Attachments

Memo

Agreement

Resolution



Office of Engineering
MEMORANDUM

DATE: Monday, June 7, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Macarthur Sidewalk Project
Project No.: TAP3-2996(004)TP – State Job No.: 32996(04)

The attached agreement is a project, maintenance, financing and right-of-way agreement with Oklahoma Department of Transportation (ODOT) for the Macarthur Street sidewalk project. The agreement outlines the funding and responsibilities of the TAP grant between the City and ODOT. The total construction cost is currently estimated at \$738,178, and the TAP funding will cover up to \$425,810 of that construction cost.

Staff recommends approval of the project agreement. If you have any questions or need additional information, please do not hesitate to ask.

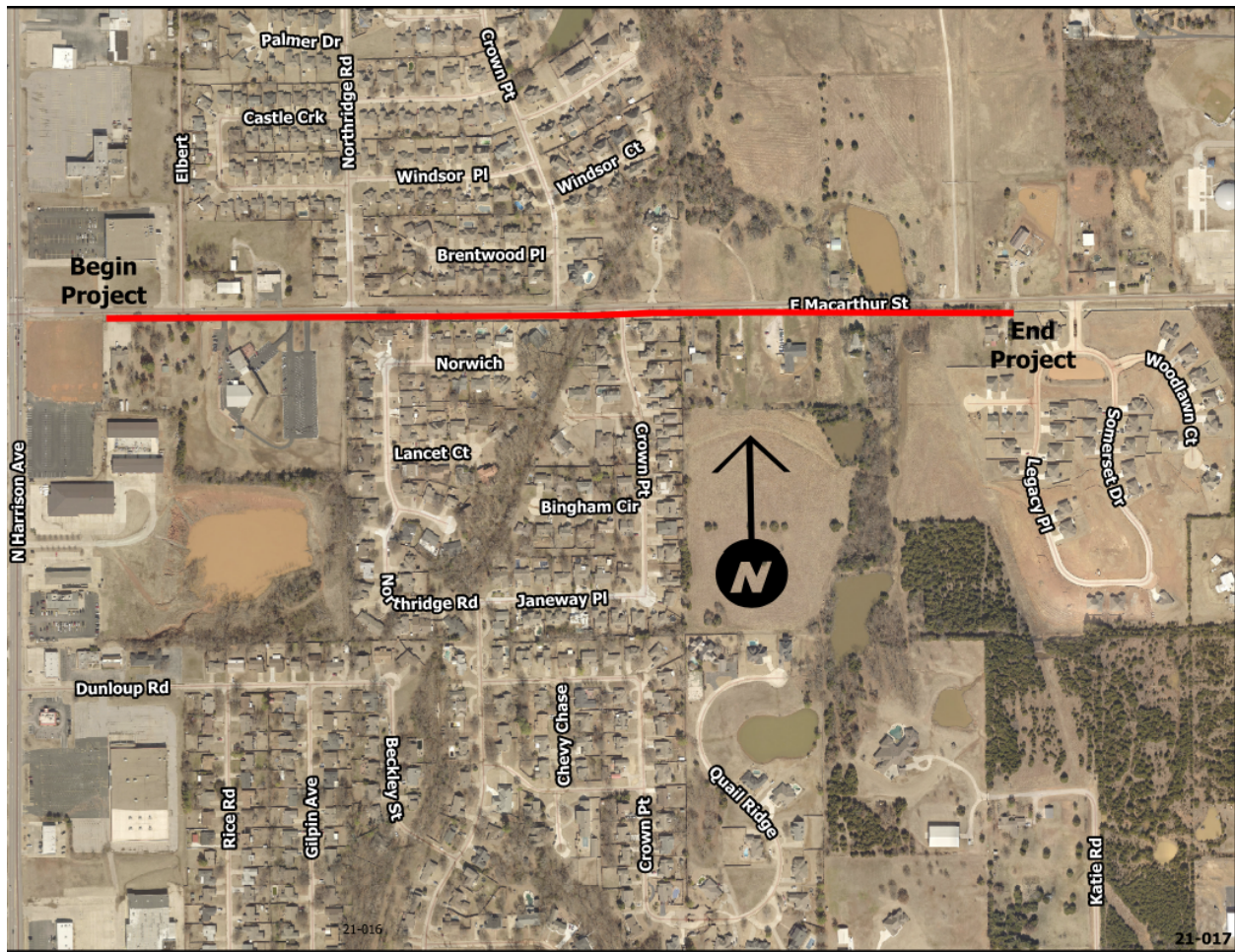


Figure 1 – Macarthur Street Sidewalk Project

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

SHAWNEE: MACARTHUR BIKE/PED TRAIL

Project No.: TAP3-2996(004)TP

State Job No.: 32996(04)

This agreement, made the day and year last written below, by and between the City of **Shawnee**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
TAP	03	POTTOWATOMIE	32996(04)	TAP3-2996(004)TP	PEDESTRIAN IMPROVEMENTS	SHAWNEE: MACARTHUR BIKE/PED TRAIL

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a

time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.

2.4 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.6 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.7 To the extent permitted by law, all data prepared under this agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.8 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.9 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of Right of way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the relocation assistance program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Operations Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway

purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, TAP total estimated cost of **\$425,810**, as described below:

FUNDING SOURCE =>			TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
32996(04)	Construction - (With 6% Inspection)	\$738,178	80 up to a limit of	\$425,810	Remainder	\$312,368
Total		\$738,178	Total=>	\$425,810	Total=>	\$312,368

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP 32996(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be

responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this contract with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and Federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re- lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to insure the completion of the

project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

6.1 During the performance of this Agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the contract until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the contract in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of paragraphs 1 through 6 in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or

subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of

the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this Agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this Agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

10.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This contract shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20____, and the Department on the ____ day of _____, 20____.

THE CITY OF SHAWNEE

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF SHAWNEE

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY:

RECOMMENDED:

ODOT General Counsel

Local Government Division

APPROVED BY:

STATE OF OKLAHOMA DEPARTMENT
OF TRANSPORTATION:

Director of Capital Programs

Deputy Director

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE MACARTHUR STREET SIDEWALK PROJECT (SHAWNEE: MACARTHUR BIKE/PED TRAIL).

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA:

THAT, WHEREAS, it is in the best interest of the City of Shawnee, Pottawatomie County, Oklahoma, to execute that certain Project Agreement for the MacArthur Street Sidewalk Project (MacArthur Bike/Ped Trail; Project No. TAP3-2996(004)TP; State Job No. 32996(04)) by and between the City of Shawnee and the Oklahoma Department of Transportation.

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above-described agreement on behalf of the City of Shawnee, and duly signed by the Mayor on this 7th day of June, 2021.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality on the 7th day of June, 2021.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 06/07/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A TEMPORARY MORATORIUM ON THE GRANTING OF NEW BUSINESS PERMITS AND LICENSES REQUESTED UNDER CHAPTER 8, ARTICLE VIII (MEDICAL MARIJUANA), OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the Board of Commissioners for the City of Shawnee has determined that it is in the best interest of the City of Shawnee for the efficient operations of municipal governance to establish a temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII of the Code of Ordinances of the City of Shawnee; and

WHEREAS, the State of Oklahoma is considering new legislature which could change the legal landscape with regards to the establishment of new medical marijuana facilities; and

WHEREAS, there are currently nineteen (19) legal medical marijuana dispensaries within the City of Shawnee; and

WHEREAS, upon release of proposed legislation regarding the medical marijuana industry, there have been seventeen (17) applications for Chapter 8, Article VIII permits and licenses pending with the City of Shawnee; and

WHEREAS, the Board of Commissioners acknowledges the potential for an exponential increase in the saturation and density of medical marijuana establishments within the City of Shawnee imposes a risk to the health and safety of its citizens; and

WHEREAS, continued granting of new Chapter 8, Article VIII permits and licenses leading up to the potential changes within state law would complicate and frustrate the orderly administrative review process conducted by the City of Shawnee; and

NOW THEREFORE, the Board of Commissioners of the City of Shawnee sees it appropriate and fitting to impose a temporary moratorium on the granting of new licenses and permits requested under Chapter 8, Article VIII of the Code of Ordinances of the City of Shawnee effective immediately.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

Regular Board of Commissioners

15.

Meeting Date: 06/07/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance relating to Shawnee Lake Ordinances; amending and providing for repealer of various sections of Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma and creating Division 9 of Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma; providing for severability; providing for codification; and declaring an emergency.

Attachments

Ordinance

AN ORDINANCE RELATING TO SHAWNEE LAKE ORDINANCES; AMENDING AND PROVIDING FOR REPEALER OF VARIOUS SECTIONS OF ARTICLE II OF CHAPTER 16 OF THE CODE OF THE CITY OF SHAWNEE, OKLAHOMA AND CREATING DIVISION 9 OF ARTICLE II OF CHAPTER 16 OF THE CODE OF THE CITY OF SHAWNEE OKLAHOMA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY.

WHEREAS, from time to time the City Commission finds it necessary to review and modify ordinances to align them with the goals and interests of the citizens; and

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee, and for the efficient operations of municipal governance.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1. AMENDATORY AND REPEALER. That Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma, Sections 16-28(c), 16-56, 16-57(b), 16-86(2)(4)(8)(9), 16-117(a), 16-118(a), 16-12(b), 16-151(a)-(c), 16-153, 16-154, 16-182, 16-185, 16-216(b)(g), 16-218(a)(f), 16-222(b)(1), 16-224(b)(2), 16-225, 16-253(a), 16-289(6)-(7), 16-321 and 16-326 are hereby amended or repealed to read as follows:

§ 16-28. City Employees:

(c) Any McLoud, OK City employee, as long as their employment is current, may fish, hunt, boat, and camp at Wes Watkins Lakes at no charge.

§ 16-56. Depositing items in lakes:

(a) No glass containers shall be permitted on the swimming beaches, in the swimming areas, in park and picnic areas, or camping areas of Twin Lakes Nos. 1 and 2.

(b) The police department or its designee shall be the primary enforcing agency of all ordinances, rules and regulations relating to Shawnee Twin Lakes Nos. 1 and 2. The police department, police officers shall have full power and authority to enforce such ordinances, rules and regulations, with full power of arrest.

§ 16-57. Collection and disposal of refuse:

(b) The city or its agents and servants shall cause garbage containers to be placed in all picnic grounds used by the public, and all persons using such picnic grounds shall place all garbage and refuse in such containers.

§ 16-86. Swimming and wading:

(2) Swimming will also be permitted by a lessee and their guests immediately in front of the lot leased not more than 100 feet from the shore.

....

(4) Swimming or entering the water from a watercraft will be permitted so long as the swimmer remains within 25 feet of the watercraft.

....

(8) All children 12 years and younger must be accompanied by a parent or an adult at least 18 years of age before entering the swimming area and must wear a regulation life preserver when in water.

....

(9) No animals will be allowed on the swimming beaches, in the swimming areas or in other waters of Shawnee Twin Lakes. No person shall permit any dog to be at large, except as permitted by section 16-152(d).

§ 16-117. City License:

(a) Annual fees. No person shall fish in the water of Shawnee Twin Lakes Nos. 1 and 2 without first obtaining a license to fish in the waters of the lakes, upon application to the person as may be designated by the city manager to issue the license and upon the payment of an annual license fee. A portion of the license fees may be kept by retail outlets other than the city for handling and processing the sales of such licenses, as allowed by the city manager. The amounts of the fees and the portion to be retained by retail outlets shall be set from time to time by resolution of the mayor and city commissioners. No person shall go upon such lakes or upon the land owned by the city surrounding the lakes for the purpose of fishing without first having obtained a license to fish.

§ 16-118. Kind of fish taken:

(a) State fishing regulations apply for kind, size, and limits on Shawnee Twin Lakes Nos. 1 and 2.

§ 16-121. Fishing in connecting channel: (b) Repealed.

§ 16-151. Game refuge established:

(a) A game refuge is established on and around Shawnee Twin Lake No. 2, and the hunting and shooting of animals, fowl or birds or the discharge or shooting of any firearm, long bow, bow, arrow, crossbow, pistol, rifle or shotgun upon the lakes or upon such land surrounding the lakes which is owned by the city is prohibited, except as provided in this article.

(b) The hunting and shooting of migratory waterfowl, including ducks and geese, shall be permitted upon Shawnee Twin Lake No. 2 and upon the city property surrounding the lakes by those persons first obtaining a city permit. However, nothing contained in this subsection shall prohibit the city from designating areas as archery, pistol and rifle ranges and authorizing the use of firearms and archery equipment thereon.

(c) The use of any motor-driven vehicle in the game refuge at Shawnee Twin Lake No. 2 is prohibited without receiving the permission of the lake ranger prior to the use of the vehicle. Violation of this subsection is punishable by a fine in amount as described by the city fee schedule.

§ 16-152. Prohibitions and Restrictions:

(a) The holder of a hunting license issued under this division shall have the privilege, upon Shawnee Twin Lake No. 2 and the land surround the lakes of hunting for and shooting ducks, geese and other waterfowl in such places and at such times as the city commission shall from time to time direct. Such areas of such waters or the lands surrounding the lakes as may at any time be restricted against hunting or shooting shall be designated by signs thereon or adjacent thereto.

(b) Federal and state hunting regulations apply for means, kind, and limits for hunting ducks, geese, and other waterfowl on Shawnee Twin Lake No. 2.

(c) Repealed.

§ 16-153. Doves, quail, squirrels and rabbits: Repealed.

§ 16-154. Frogs:

State fishing regulations apply for means and limits for taking bullfrogs on Shawnee Twin Lakes Nos. 1 and 2.

§ 16-182. Residents 65 years of age:

(a) Except as provided in this section, all bona fide residents of the state who have attained the age of 65 years shall be required to apply for a permit under this subdivision from the city to hunt in Twin Lakes Nos. 1 and 2 with all fees waived.

(b) Any such person shall make application to the city clerk for a permanent license to hunt in the lakes, and, upon furnishing to the city clerk written evidence of being over 65 years of age, shall be granted a permanent license to hunt in the lakes.

§ 16-185. Expiration of daily licenses: Repealed.

§ 16-216. Operations generally:

(b) No person under the age of 16 years shall row, sail, kayak or operate any watercraft upon such lakes, unless accompanied by a person of the age of 18 or over in their own watercraft in direct supervision thereof.

(g) Repealed.

§ 16-218. Sizes and types:

(a) No watercraft shall be operated or permitted to be used upon Twin Lakes Nos. 1 and 2 in excess of eight feet, six inches wide and 30 feet in length, nor under 40 inches wide and 12 feet in length, except kayaks, canoes, and paddleboats which are permitted within 100 feet of the shoreline between the hours of sunrise and sunset. All watercraft shall be subject to inspection by law enforcement officers or any other person designated by the chief of police.

(d) Motorized watercrafts may be operated upon the lakes, and they shall operate within the general area designated by the chief of police or designee. When such motorized watercrafts are operating upon the lakes, they shall remain a distance of 300 feet from the bank and 100 feet from any other watercraft.

(f) Repealed.

§ 16-222. Operations or control of vessel under influence of alcohol or other intoxicating substance:

(a) It shall be unlawful for any person to operate or be in actual physical control of a vessel upon the waters of Twin Lakes Nos. 1 and 2 and of the city, except privately owned waters, who:

(1) Has a blood or breath alcohol concentration of 0.08 or more at the time of a test of the person's blood or breath;

§ 16-224. Water skiing:

(b)(2) Any person taking part in water skiing, in any manner, waives all rights or claims for damages or injuries sustained or claimed to be sustained, against the city or against any city commissioner, city official or city employee, either elected or appointed.

§ 16-225. Motorized personal watercraft:

In addition to those rules and regulations established by this division and state law concerning the operation of watercraft on the waters of the Shawnee Twin Lakes No. 1, operators of motorized personal watercraft shall be subject to the following restrictions:

(1) All motorized personal watercraft, must be registered with the state and licensed by the city. All operators of such devices must wear United States Coast Guard approved life preservers at all times, and operators of such equipment must conform to the water rules, regulations and safety laws as apply to the operation of watercraft in the Shawnee Twin Lakes No. 1.

(2) A person may not operate a motorized personal watercraft on the waters of the Shawnee Twin Lakes No. 1, except in those areas specifically restricted for such use. Personal watercraft are not permitted on Shawnee Twin Lakes No. 2.

(3) A person may not operate or give permission to operate any motorized personal watercraft in a reckless, negligent or careless manner so as to endanger life, limb or property of any person, including the operator of such watercraft.

(4) A person may not operate or give permission to operate any motorized personal watercraft without a U.S. Coast Guard approved lifesaving device (PFD) of the proper size and type, either a type I, II, III or V, preferably a type III with an impact rating of at least 35 miles per hour, which shall be worn while such craft is in operation.

(5) A person may not operate or give permission to operate a motorized personal watercraft within 150 feet of any person, other watercraft, dock, buoy, bridge or any other prohibitive structure at a speed greater than idle or slow steerageway speed.

(6) A person may not operate a motorized personal watercraft on the waters of the Shawnee Twin Lakes No. 1, unless it is equipped with a self-deactivating device or a lanyard-type engine cutoff switch.

(7) A person may not operate a motorized personal watercraft equipped by the manufacturer with a lanyard-type engine cutoff switch, unless the lanyard is operational and attached to the operator, operator's clothing or a personal flotation device worn by the operator.

(8) A person may not operate or give permission to operate a motorized personal watercraft equipped by the manufacturer with a self-deactivating device if the self-activating device or engine throttle has been altered in any way that would prohibit the self-deactivating device from operating in its intended manner.

(9) A person may not operate or give permission to operate a motorized personal watercraft between one-half hour after sunset and sunrise. For the purpose of this subsection, times of sunrise and sunset for a given day shall be the same as those officially designated by the national weather service.

(10) Motorized personal watercraft operated in areas designated "no wake" shall not exceed five miles per hour.

(11) Motorized personal watercraft shall follow the lake speed limit.

§ 16-253. Fees; special licenses:

(a) Any person may obtain a license for the use of a motorized watercraft on Shawnee Twin Lakes Nos. 1 and 2, upon application to any person as may be designated by the city manager to issue the license and upon the payment in an amount as described in the city fee schedule for an annual license.

§ 16-289. Prohibitions: The following are prohibited in the designated camping area at Twin Lakes Nos. 1 and 2:

(6) Hunting

(7) Repealed.

§ 16-321. Rental fee; renewal of lease

There is established an initial annual lease fee in an amount as described in the city fee schedule for the year 2010, for each cabin lot at Shawnee Twin Lakes No. 1 leased by the city. All persons entering into or renewing cabin lot leases after the effective date of this section shall comply with all applicable city rules and regulations and all terms of the cabin lot lease and shall pay the applicable rate at time of lease renewal or lease transfer. Cabin lot lease fees shall increase annually on the anniversary of each cabin lot lease at a rate of two percent per year, rounded up to the nearest whole dollar, in accordance with the published cabin lot lease schedule. Such cabin lot leases shall be for a term of 30 years. The lessee shall have the right and option to renew such lease for an additional 30-year period, under the terms and conditions set forth in this Code and said lease, provided that the city retains the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved. There is no limit to the number of times a lease can be renewed.

§ 16-326. Cancellation of lease:

The City Manager, or their designee shall upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days' notice to the lessee by mailing a copy of such notice to the lessee at his last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of in an amount as described in the city fee schedule in exchange for a release of liability from the remaining term. The lessee whose lease was cancelled may appeal the decision within 10 days of the City Manager, or their designee's decision to the City Commission, who shall hear the appeal de novo.

SECTION 2. CREATION. That Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma, Section 16-1 is hereby created to read as follows:

§ 16-1. Definitions:

Watercraft means any vessel used or capable of being used as a means of transportation on water including but not limited to: powerboats, cruisers, houseboats, sailboats, rowboats, canoes, kayaks, motorized personal watercraft and any other such equipment.

Motorized personal watercraft means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel, or a vessel which is similar in appearance and operation to a personal watercraft but which is powered by an outboard or propeller driven motor, or a vessel less than sixteen (16) feet in length which travels across the water above or on a cushion of air provided by its engines or propellers.

Water skiing means the act of plaining over water while being towed by a watercraft or plaining on the wake from a watercraft.

Towable means any item capable of being pulled or propelled by a watercraft or the wake of a watercraft which is able to be ridden by an individual or group of individuals.

SECTION 3. CREATION. That Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma, Division 9, Sections 16-400 – 16-425 is hereby created to read as follows:

**CHAPTER 16
LAKES**

DIVISION 9. COMMERCIAL LAKE ZONE

§ 16-400. Scope;

Except as otherwise provided in this Code, the provisions of this Division apply to the waters of the Shawnee Twin Lakes, including Shawnee Twin Lakes Nos. 1 and 2, and the lands near and along the Shawnee Twin Lakes located within the territorial boundaries of the City of Shawnee, Oklahoma.

§ 16-401. Intent and Purpose;

The intent and purpose of this Division is:

- (a) to manage the cultural, natural and developed resources of the lands and waters of the Shawnee Twin Lakes in the public interest of providing safe, healthy and responsible recreational and commercial opportunities while protecting and enhancing these resources;
- (b) to provide quality recreational experience ensuring that both human resources and natural resources are protected and sustained for the enjoyment of future generations;
- (c) to protect public health, safety and welfare; and
- (d) to ensure orderly development of residential and commercial properties along, near and on the lands and waters of the Shawnee Twin Lakes.

I. ESTABLISHMENT OF COMMERCIAL LAKE ZONE**§ 16-403. Established;**

Under the authority granted via Article X – Section 1 of the Charter to the City of Shawnee, and in accordance with the current Comprehensive Plan to the City of Shawnee, there is therefore established a Zoning District entitled the Commercial Lake Zone (CLZ) which shall encompass and include certain Real Property owned by the City of Shawnee which directly abuts Shawnee Twin Lakes Nos. 1 and 2. The Commercial Lake Zone shall not include certain Real Property owned by the City of Shawnee which is utilized as Cabin Site Leases as described in Division 8 of this Chapter.

§ 16-404. Authority to Alter Designation of City Owned Real Property;

From time to time, the City Commission to the City of Shawnee may alter the designation of certain Real Property from Cabin Site Lease Property into Commercial Lake Zone Property or from Commercial Lake Zone Property into Cabin Site Lease Property. Such alteration should conform to the current Comprehensive Plan to the City of Shawnee and other land-use studies conducted on behalf of the City.

§ 16-405. Permitted Uses;

Subject to the approval of the City Commission, the following commercial uses are permitted on leased property within the Commercial Lake Zone;

- a. Arcade;
- b. Bar or tavern;
- c. Boarding or Rooming House;
- d. Cabin or cottage, for rental to tourists or vacationers;
- e. Civic Center;
- f. Convenience store;
- g. Gasoline/Filling station;
- h. Golf Course or Country Club;
- i. Laundromat;
- j. Marina;
- k. Personal watercraft rental;
- l. Private Recreation Facility;
- m. Restaurant;
- n. Any other commercial use upon the approval of the City Commission.

II. BOUNDARIES OF COMMERCIAL LAKE ZONE

§ 16-406. Designated Boundaries;

The Planning Department to the City of Shawnee shall require a survey of City-owned Real Property designated to be Commercial Lake Zone Property for the purpose of ascertaining designated legal boundaries within the Commercial Lake Zone.

§ 16-407. Maintenance of Zoning Boundaries;

It shall be the duty of the Planning Director to maintain an up-to-date official zoning map reflecting the boundaries established within the Commercial Lake Zone.

§ 16-408. - §16-410. Reserved.

III. DEVELOPMENT OF COMMERCIAL LAKE ZONE

§ 16-411. Short title;

The policy for awarding commercial leases upon property owned by the City of Shawnee within the Commercial Lake Zone shall be as follows:

§ 16-412. Leasing of Commercial Lake Zone Property;

In order to lease Commercial Lake Zone Property from the City of Shawnee, the applicant must submit a Proposal to the City's Planning Department.

§ 16-413. General Requirements for Proposals;

Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the minimum standards in the performance of the proposed services. Specific guidelines regarding proposal requirements shall be made available through the City's Planning Department as well as made available on the City's official website.

§ 16-414. Review of Proposal;

Upon receipt of the Proposal, the City's Planning Commission will evaluate the Proposal based upon multiple criteria including but not limited to; how the proposed use fits with the current Comprehensive Plan, how the proposed use would fit with other studies conducted on behalf of the City of Shawnee, the effect the proposed use would have on tourism, the existence of identical or similar commercial activity in the area, and any other criteria which they see fit. Upon completion of their review, the City's Planning Commission shall make a recommendation to the City Commission.

§ 16-415. Approval of Commercial Lease;

Approval of a Commercial Lease requires a simple majority vote by the City Commissioners. In the event a simple majority is not reached, the Proposal shall fail, and a Commercial Lease shall not be granted.

§ 16-416. – § 16-425. Reserved.

SECTION 4: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 5: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 6: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 7: EMERGENCY. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

PASSED AND APPROVED and the emergency clause voted on separately this ____ day of _____, 2021.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CITY CLERK

Approved as to form and legality this ____ day of _____, 2021.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

16. a.

Meeting Date: 06/07/2021

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Whittaker Street Rehabilitation Project No. 20SHAWWHITST (Award)

Attachments

Memo

Recommendation

Notice

Project Plans

Bid Specifications

Addendum No. 1

Addendum No. 2



Office of Engineering
MEMORANDUM

DATE: Monday, June 7, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Whittaker Street Rehabilitation

Staff received bids for the Whittaker Street Rehabilitation project at the May 17, 2021 commission meeting. Staff and our consultant project engineer have reviewed the bids, and recommend awarding the contract to Wynn Construction Company, in the amount of \$565,405.00.

Four (4) bids were received ranging from \$565,405.00 to \$625,810.00. Wynn was the lowest bidder, and provided references, verifying their ability to perform the proposed work.

905-A South 9th Street
Broken Arrow, OK 74012
P: (918) 251-0717
F: (918) 251-0754
hubengineers.com



818 East Side Boulevard
REMIT TO: Post Office Box 1543
Muskogee, OK 74402
P: (918) 682-7811
F: (918) 682-4551

ENGINEERS

May 25, 2021

Chance Allison
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

Re: Whittaker Street Rehabilitation (Re-Bid)

Dear Mr. Allison,

We have tabulated the bids received on May 17, 2021 on the above referenced project. A copy of the bid tab is attached.

Four (4) bids were received ranging from \$565,405.00 to \$625,810.00. Wynn Construction Co., Inc. was the lowest bidder in the amount of \$565,405.00 and in our opinion, they are capable of performing the work and should be considered for award of the contract.

Sincerely,

HOLLOWAY, UPDIKE & BELLEN, INC.

A handwritten signature in blue ink that reads "Dale Seaton". The signature is fluid and cursive.

Dale Seaton, P.E.
Sr. Project Manager

SHAWNEE WHITTAKER STREET REHABILITATION RE-BID CITY OF SHAWNEE SHAWNEE, OKLAHOMA				CONTRACTOR Engineering Estimate		CONTRACTOR Wynn Construction Co., Inc 11901 N Eastern Avenue Oklahoma City, OK 73131		CONTRACTOR Nash Construction Company 700 South Irving Oklahoma City, OK 73129		CONTRACTOR A-Tech Paving 500 N. Vickie Drive Oklahoma City, OK 73117		CONTRACTOR Rudy Construction Co. Box 14575 Oklahoma City, OK 73113			
Bids Due By: May 17, 2021 at 3:00 p.m.				Base Bid	\$496,390.00	Base Bid	\$565,405.00	Base Bid	\$585,430.00	Base Bid	\$618,603.75	Base Bid	\$625,810.00		
Bids Opened: May 17, 2021 at 6:00 p.m.				Add Alternate No. 1	\$21,000.00	Add Alternate No. 1	\$18,600.00	Add Alternate No. 1	\$49,500.00	* Add Alternate No. 1	\$49,800.00	Add Alternate No. 1	\$30,000.00		
				Add Alternate No. 2	\$15,000.00	Add Alternate No. 2	\$14,000.00	Add Alternate No. 2	\$12,650.00	Add Alternate No. 2	\$15,000.00	Add Alternate No. 2	\$10,000.00		
BID TABULATION			QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
	BASE BID														
1	UNCLASSIFIED EXCAVATION			1,075	CY	\$22.00	\$23,650.00	\$28.00	\$30,100.00	\$19.50	\$20,962.50	\$19.50	\$20,962.50	\$17.00	\$18,275.00
2	SWPPP DOCUMENTATION AND MANAGEMENT			1	LS	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00
3	TEMPORARY SILT FENCE			250	LF	\$4.00	\$1,000.00	\$7.00	\$1,750.00	\$4.00	\$1,000.00	\$4.25	\$1,062.50	\$2.00	\$500.00
4	SOLID SLAB SODDING (LIKE KIND)			1,000	SY	\$7.00	\$7,000.00	\$7.00	\$7,000.00	\$4.50	\$4,500.00	\$6.30	\$6,300.00	\$2.65	\$2,650.00
5	AGGREGATE BASE TYPE "A"			825	CY	\$70.00	\$57,750.00	\$90.00	\$74,250.00	\$70.00	\$57,750.00	\$69.50	\$57,337.50	\$80.00	\$66,000.00
6	FLY ASH			135	TON	\$30.00	\$4,050.00	\$120.00	\$16,200.00	\$238.00	\$32,130.00	\$112.00	\$15,120.00	\$115.00	\$15,525.00
7	SUBGRADE METHOD "B" - 8"			3,100	SY	\$3.00	\$9,300.00	\$3.00	\$9,300.00	\$4.00	\$12,400.00	\$3.85	\$11,935.00	\$3.00	\$9,300.00
8	SEPARATOR FABRIC			3,500	SY	\$2.00	\$7,000.00	\$3.00	\$10,500.00	\$3.25	\$11,375.00	\$2.25	\$7,875.00	\$2.75	\$9,625.00
9	SUPERPAVE, TYPE S3 (PG 64-22 OK)			815	TON	\$90.00	\$73,350.00	\$92.00	\$74,980.00	\$95.50	\$77,832.50	\$81.60	\$66,504.00	\$90.00	\$73,350.00
10	SUPERPAVE, TYPE S4 (PG 64-22 OK)			300	TON	\$110.00	\$33,000.00	\$130.00	\$39,000.00	\$138.50	\$41,550.00	\$112.50	\$33,750.00	\$115.00	\$34,500.00
11	CONT. REINF. PC.C.C. PAVT. (PLACEMENT)			36	SY	\$60.00	\$2,160.00	\$140.00	\$5,040.00	\$90.50	\$3,258.00	\$67.25	\$2,421.00	\$50.00	\$1,800.00
12	P.C. CONCRETE FOR PAVEMENT			8	CY	\$150.00	\$1,200.00	\$200.00	\$1,600.00	\$150.00	\$1,200.00	\$169.00	\$1,352.00	\$165.00	\$1,320.00
13	COMBINED CURB & GUTTER 6" BARRIER			1,600	LF	\$25.00	\$40,000.00	\$30.00	\$48,000.00	\$20.00	\$32,000.00	\$21.00	\$33,600.00	\$28.00	\$44,800.00
14	CONCRETE SIDEWALK			100	SY	\$50.00	\$5,000.00	\$92.00	\$9,200.00	\$45.00	\$4,500.00	\$52.30	\$5,230.00	\$60.00	\$6,000.00
15	CONCRETE SIDEWALK WITH BRICK ACCENT			285	SY	\$60.00	\$17,100.00	\$105.00	\$29,925.00	\$72.00	\$20,520.00	\$88.65	\$25,265.25	\$80.00	\$22,800.00
16	CONCRETE DRIVEWAY			375	SY	\$65.00	\$24,375.00	\$100.00	\$37,500.00	\$67.00	\$25,125.00	\$57.60	\$21,600.00	\$70.00	\$26,250.00
17	MANHOLE ADJUSTED TO GRADE			1	EA	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$730.00	\$730.00	\$900.00	\$900.00	\$1,200.00	\$1,200.00
18	VALVE BOXES ADJUSTED TO GRADE			1	EA	\$180.00	\$180.00	\$800.00	\$800.00	\$645.00	\$645.00	\$400.00	\$400.00	\$300.00	\$300.00
19	6" GATE VALVE, RJ			8	EA	\$1,000.00	\$8,000.00	\$1,300.00	\$10,400.00	\$1,650.00	\$13,200.00	\$17.50	\$140.00	\$990.00	\$7,920.00
20	VALVE BOX			8	EA	\$150.00	\$1,200.00	\$170.00	\$1,360.00	\$385.00	\$3,080.00	\$1,080.00	\$8,640.00	\$110.00	\$880.00
21	6 INCH FIRE HYDRANT			1	EA	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$3,980.00	\$3,980.00	\$2,750.00	\$2,750.00
22	FIRE HYDRANT EXTENSION			1	EA	\$350.00	\$350.00	\$960.00	\$960.00	\$550.00	\$550.00	\$740.00	\$740.00	\$55.00	\$55.00
23	6 INCH SLEEVE			4	EA	\$900.00	\$3,600.00	\$340.00	\$1,360.00	\$330.00	\$1,320.00	\$341.00	\$1,364.00	\$220.00	\$880.00
24	8 INCH IPS, HDPE 90 DEGREE BEND (LABOR ONLY)			8	EA	\$175.00	\$1,400.00	\$470.00	\$3,760.00	\$1,320.00	\$10,560.00	\$375.00	\$3,000.00	\$770.00	\$6,160.00
25	8 INCH X 8 INCH, IPS, HDPE TEE (LABOR ONLY)			1	EA	\$225.00	\$225.00	\$770.00	\$770.00	\$2,200.00	\$2,200.00	\$490.00	\$490.00	\$2,750.00	\$2,750.00
26	8 INCH X 8 INCH, IPS HDPE CROSS (LABOR ONLY)			1	EA	\$250.00	\$250.00	\$770.00	\$770.00	\$3,300.00	\$3,300.00	\$716.00	\$716.00	\$2,750.00	\$2,750.00
27	WATER SERVICE CONNECTION (SHORT) (LABOR ONLY)			8	EA	\$250.00	\$2,000.00	\$850.00	\$6,800.00	\$1,650.00	\$13,200.00	\$1,135.00	\$9,080.00	\$2,750.00	\$22,000.00
28	WATER SERVICE CONNECTION (LONG) (LABOR ONLY)			8	EA	\$500.00	\$4,000.00	\$1,300.00	\$10,400.00	\$2,750.00	\$22,000.00	\$1,705.00	\$13,640.00	\$3,850.00	\$30,800.00
29	REMOVE EXISTING FIRE HYDRANT			1	EA	\$500.00	\$500.00	\$650.00	\$650.00	\$1,375.00	\$1,375.00	\$570.00	\$570.00	\$1,650.00	\$1,650.00
30	8 INCH IPS, HDPE, DR11, CL200 (LABOR ONLY)			980	LF	\$45.00	\$44,100.00	\$22.00	\$21,560.00	\$54.00	\$52,920.00	\$170.40	\$166,992.00	\$77.00	\$75,460.00
31	REMOVAL OF OBSTRUCTIONS			1	LS	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,459.00	\$3,459.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
32	REMOVAL OF EXISTING SIDEWALK			20	SY	\$10.00	\$200.00	\$26.00	\$520.00	\$10.00	\$200.00	\$20.00	\$400.00	\$10.00	\$200.00
33	REMOVAL OF EXISTING PAVING			2,450	SY	\$10.00	\$24,500.00	\$12.00	\$29,400.00	\$10.00	\$24,500.00	\$8.00	\$19,600.00	\$10.00	\$24,500.00
34	REMOVAL OF EXISTING DRIVEWAY			375	SY	\$10.00	\$3,750.00	\$12.00	\$4,500.00	\$10.00	\$3,750.00	\$9.00	\$3,375.00	\$10.00	\$3,750.00
35	REMOVAL OF EXISTING CURB			1,600	SY	\$5.00	\$8,000.00	\$10.00	\$16,000.00	\$10.00	\$16,000.00	\$7.00	\$11,200.00	\$8.00	\$12,800.00
36	MOBILIZATION			1	LS	\$40,000.00	\$40,000.00	\$5,200.00	\$5,200.00	\$22,400.00	\$22,400.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
37	CONSTRUCTION STAKING			1	LS	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$6,930.00	\$6,930.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00
38	HANDICAP RAMP WITH TACTILE WARNING DOME			8	EA	\$1,000.00	\$8,000.00	\$1,200.00	\$9,600.00	\$1,102.00	\$8,816.00	\$900.00	\$7,200.00	\$900.00	\$7,200.00
39	SCHOOL CROSSING SIGN S1-1; COMPLETE-IN-PLACE			6	EA	\$450.00	\$2,700.00	\$400.00	\$2,400.00	\$660.00	\$3,960.00	\$450.00	\$2,700.00	\$385.00	\$2,310.00
40	TRAFFIC STRIPE (24")			120	LF	\$25.00	\$3,000.00	\$5.00	\$600.00	\$42.25	\$5,070.00	\$57.60	\$6,912.00	\$30.00	\$3,600.00
41	TRAFFIC CONTROL			1	LS	\$6,500.00	\$6,500.00	\$12,000.00	\$12,000.00	\$4,540.00	\$4,540.00	\$4,250.00	\$4,250.00	\$20,000.00	\$20,000.00
42	URBAN ROW RESTORATION			1	LS	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$8,022.00	\$8,022.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
Add Alternate No. 1															
43	RECTANGULAR RAPID FLASHING BEACON (RRFB) - SOLAR			6	EA	\$3,500.00	\$21,000.00	\$3,100.00	\$18,600.00	\$8,250.00	\$49,500.00	* \$8,300.00	\$49,800.00	\$5,000.00	\$30,000.00
Add Alternate No. 2															
44	(SP) CONTRACTOR'S QUALITY CONTROL			1	LS	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$12,650.00	\$12,650.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00

* Multiplication Error

Publish in the Shawnee News-Star on April 8, 2021 and April 15, 2021

**Advertisement for Bids
Whittaker Street Rehabilitation Re-Bid
City of Shawnee
Shawnee, Oklahoma
Project No. 20SHAWWHITST**

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, May 3, 2021 and publicly read aloud at the Board Meeting being held at 6:00 p.m. on Monday, May 3, 2021 or furnishing all labor and materials and performing all work necessary for:

The project consists of the full reconstruction of Whittaker Street from Center Avenue to Draper Avenue and corresponding waterline relocation.

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 Office of Holloway, Updike & Bellen Inc., 905-A South 9th Street, Broken Arrow, OK 74012; (918) 251-0717. **Payment Options: Online Download \$30.00 or ½ size Paper Set \$60.00, 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, 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.

BIDDER must purchase plans and specifications from Holloway, Updike and Bellen, Inc. either directly for a hard copy of bidding documents or through Quest CDN for an electronic copy. Bidder must be on the Engineer's official plan holder's list in order to receive addendums and submit a bid.

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

No Pre-Bid Conference is scheduled. The bidder 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 City 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.

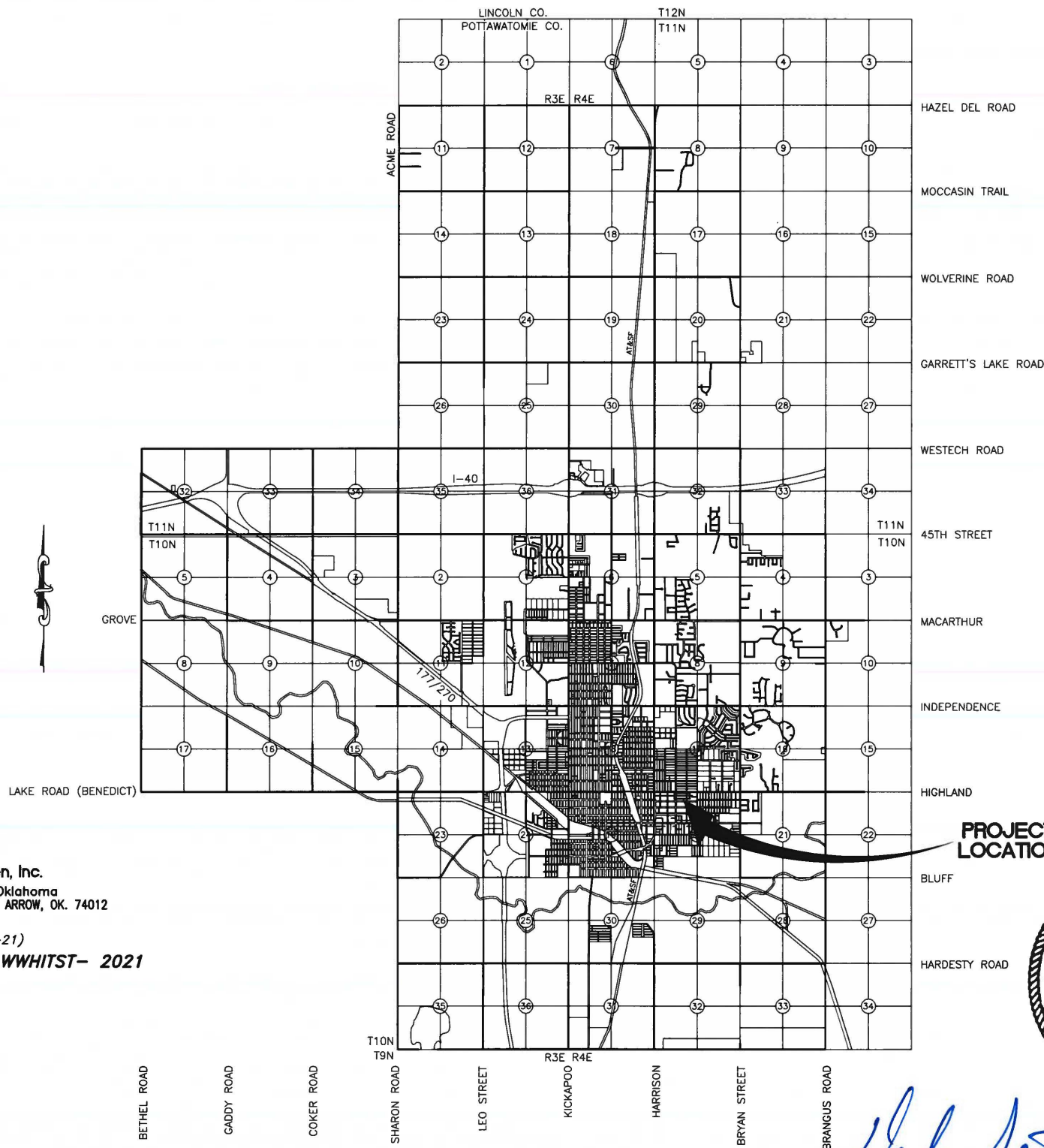
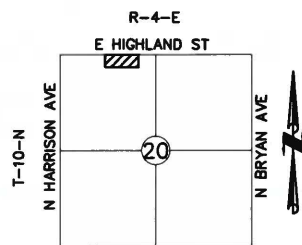
This project is to be paid by local funds.

Contract to be awarded to low responsive responsible bidder. The Owner reserves the right to waive any informalities in the bidding and the right to reject any and all bids in accordance with the Oklahoma Competitive Bidding Act. Conditional bids shall not be accepted.

City of Shawnee
Shawnee, Oklahoma

By Chane Allison

WHITTAKER STREET REHABILITATION SHAWNEE, OK



Holloway, Updike and Bellen, Inc.
Muskogee - Broken Arrow, Oklahoma
905-A SOUTH 9TH STREET, BROKEN ARROW, OK. 74012
918-251-0717, FAX 918-251-0754
ENGINEERS (C.A. No. 219, EXP. 6-30-21)
HUB PROJECT NO. 20SHAWWHITST- 2021



Dale Seaton
Dale Seaton
P.E. No. OK 27288

4/7/21

Date



ED BOLT
MAYOR

DANIEL MATTHEWS
COMMISSIONER

DARREN RUTHERFORD
COMMISSIONER

BOB WEAVER
COMMISSIONER

MARK SEHORN
COMMISSIONER

TRAVIS FLOOD
COMMISSIONER

BEN SALTER
COMMISSIONER

CHANCE ALLISON
CITY MANAGER

LISA LASYONE
CITY CLERK

ASHLEY NEEL
CITY TREASURER

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SUMMARY OF QUANTITIES
3-4	PAY ITEM NOTES
5	GENERAL NOTES
6	TYPICAL SECTIONS
7	MISCELLANEOUS DETAILS
8	SURVEY DATA
9	DRIVEWAY TABLES
10	KEY MAP ROAD
11	N CENTER AVE PLAN
12-13	E WHITTAKER ST PLAN & PROFILE
14	N DRAPER AVE PLAN & PROFILE
15-16	INTERSECTION PLANS
17	KEY MAP WATER
18-20	WATER LINE PLAN & PROFILE
21	WATER LINE DETAILS
22-26	HOPE STD. DETAILS
X1-X8	CROSS SECTIONS

UTILITY LOCATION NUMBERS

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

ENGINEERING DEPARTMENT

APPROVED AS FINAL PLANS:

MAYOR _____ DATE _____

CITY MANAGER _____ DATE _____

CITY CLERK _____ DATE _____

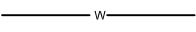
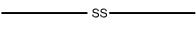
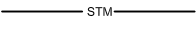
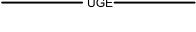
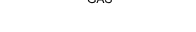
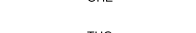
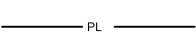
CITY ENGINEER _____ DATE _____

SUMMARY OF QUANTITIES					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTES	UNIT	TOTAL QUANTITY
1	202(A)	UNCLASSIFIED EXCAVATION	1,6,28,35,42	CY	1,075
2	220	SWPPP DOCUMENTATION AND MANAGEMENT	8,36	LS	1
3	221(C)	TEMPORARY SILT FENCE		LF	250
4	230(A)	SOLID SLAB SODDING (LIKE KIND)	9,10,11	SY	1,000
5	303(A)	AGGREGATE BASE TYPE "A"	2,3,49	CY	825
6	307(A)	FLY ASH	43	TON	135
7	310(B)	SUBGRADE METHOD 'B' - 8"	43	SY	3,100
8	325	SEPARATOR FABRIC	4	SY	3,500
9	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	12,13,14	TON	815
10	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	12,13,14	TON	300
11	414(C)	CONT. REINF. P.C.C. PAVT. (PLACEMENT)	18	SY	36
12	414(G)	P.C. CONCRETE FOR PAVEMENT	15	CY	8
13	609(B)	COMBINED CURB & GUTTER 6" BARRIER	15,17,18	LF	1,600
14	610(A)	CONCRETE SIDEWALK	15,18,20	SY	100
15	610(A)	CONCRETE SIDEWALK WITH BRICK ACCENT	15,18,20,41	SY	285
16	610(B)	CONCRETE DRIVEWAY	15,18,19	SY	375
17	612(A)	MANHOLE ADJUSTED TO GRADE	16,21,22	EA	1
18	612(E)	VALVE BOXES ADJUSTED TO GRADE	16,22	EA	1
19	616(D)	6" GATE VALVE, RJ	44,57	EA	8
20	616(D)	VALVE BOX	52	EA	8
21	616(G)	6 INCH FIRE HYDRANT		EA	1
22	616(G)	FIRE HYDRANT EXTENSION		EA	1
23	616(K)	6 INCH SLEEVE	38,48,57	EA	4
24	616(O)	8 INCH, IPS, HDPE 90 DEGREE BEND (LABOR ONLY)	57	EA	8
25	616(T)	8 INCH X 8 INCH, IPS, HDPE TEE (LABOR ONLY)	57	EA	1
26	616(T)	8 INCH X 8 INCH, IPS, HDPE CROSS (LABOR ONLY)	57	EA	1
27	616	WATER SERVICE CONNECTION (SHORT) (LABOR ONLY)	50,51,57	EA	8
28	616	WATER SERVICE CONNECTION (LONG) (LABOR ONLY)	50,51,57	EA	8
29	616	REMOVE EXISTING FIRE HYDRANT	41	EA	1
30	616 (P)	8 INCH IPS, HDPE PIPE, DR11, CL200 (LABOR ONLY)	37,39,45,46,54,57	LF	980
31	619(A)	REMOVAL OF OBSTRUCTIONS	6,16,31	LS	1
32	619(B)	REMOVAL OF EXISTING SIDEWALK	6,16	SY	20
33	619(B)	REMOVAL OF EXISTING PAVING	6,16	SY	2,450
34	619(B)	REMOVAL OF EXISTING DRIVEWAY	6,16	SY	375
35	619(B)	REMOVAL OF EXISTING CURB	6,16	SY	1,600
36	641	MOBILIZATION	33	LS	1
37	642	CONSTRUCTION STAKING	5,30	LS	1
38	790	HANDICAP RAMP WITH TACTILE WARNING DOME		EA	8
39	850(A)	SCHOOL CROSSING SIGN S1-1 COMPLETE-IN-PLACE	55	EA	6
40	855(A)	TRAFFIC STRIPE (24")		LF	120
41	880(J)	TRAFFIC CONTROL	24,25,26,27,29	LS	1
42	SPECIAL	URBAN ROW RESTORATION	7,23,40,53	LS	1
		ADD. ALT. NO 1			
43	SPECIAL	RECTANGULAR RAPID FLASHING BEACON (RRFB) - SOLAR	56	EA	6
		ADD. ALT. NO 2			
44	643	(SP) CONTRACTOR'S QUALITY CONTROL		LS	1

SURVEY SYMBOLS

-  WATER METER
-  WATER VALVE
-  FIRE HYDRANT
-  IRON PIN FOUND
-  SANITARY SEWER MANHOLE
-  TELEPHONE PEDESTAL
-  BENCH MARK
-  POWER POLE
-  GUY WIRE
-  LIGHT POLE
-  STORM SEWER MANHOLE
-  TRAFFIC SIGN

EXISTING UTILITY LINE SYMBOLS

-  WATER LINE
-  SANITARY SEWER LINE
-  STORM SEWER
-  UNDERGROUND ELECTRIC
-  GAS LINE
-  OVERHEAD ELECTRIC
-  UNDERGROUND TELEPHONE
-  FIBER OPTIC CABLE
-  PROPERTY LINE

REVISION		BY	DATE
SUMMARY OF QUANTITIES			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 2 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHTST Shawnee Whittaker Street\Design\Production Plans\Quantities.dwg, 4/22/2021 7:52:17 AM

PAY ITEM NOTES

1.

THIS QUANTITY INCLUDES AN ADDITIONAL 10% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE SUBGRADE MATERIAL OR ADDITIONAL PATCHING AS DIRECTED BY THE ENGINEER.
2.

TYPE A AGGREGATE BASE WAS ESTIMATED TO BE USED AS THE BASE MATERIAL FOR 90% OF THE PATCHING. QUICK SET FLOWABLE FILL WAS ESTIMATED TO BE USED AS THE BASE MATERIAL FOR 10% OF THE PATCHING. ACTUAL QUANTITIES TO BE DETERMINED BY THE ENGINEER.
3.

INCLUDES COMPACTION OF AGGREGATE TO 98% AASHTO T180 MODIFIED PROCTOR.
4.

SEPARATOR FABRIC SHALL BE USED AT ALL PAVEMENT PATCHES AND RECONSTRUCTION SECTIONS. THE SEPARATOR FABRIC SHALL BE CUT AND OVERLAPPED A MINIMUM OF 2 FT AT ALL EDGES OF THE REPAIR.
5.

CONSTRUCTION STAKING SHALL INCLUDE SURVEYING AND THE FURNISHING, PLACING, AND MAINTAINING OF THE CONSTRUCTION LAYOUT STAKES NECESSARY FOR THE PROPER COMPLETION AND INSPECTION OF THE ENTIRE PROJECT.
6.

WASTE MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN A MANNER APPROVED BY THE ENGINEER.
7.

CONTRACTOR SHALL REPAIR ANY IRRIGATION SYSTEMS DAMAGED OR REQUIRING RELOCATION DURING THE CONSTRUCTION OF THIS PROJECT TO THE SATISFACTION OF THE PROPERTY OWNER AND CITY ARBORIST. COST SHALL BE INCLUDED IN THE PRICE BID.
8.

EROSION PROTECTION SHALL BE PLACED AROUND DRAINAGE INLETS AS REQUIRED TO PREVENT ENTRANCE OF EROSION MATERIAL. EROSION PROTECTION SHALL BE PLACED AS NECESSARY TO PREVENT EROSION WASH TO ADJACENT PROPERTY. ALL EROSION PROTECTION INSTALLED MUST BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE PROJECT. EROSION PROTECTION SHALL BE REMOVED AT THE END OF THE PROJECT AS DIRECTED BY THE ENGINEER, COST TO BE INCLUDED IN THE PRICE BID. THE PRICE INCLUDES THE COST OF SEDIMENT REMOVAL PER THE STORMWATER MANAGEMENT PLAN.
9.

THE PAY ITEM FOR SOLID SLAB SODDING INCLUDES QUANTITIES FOR PLACEMENT AND COMPACTION OF SUITABLE BACKFILL AND SOD AT EXISTING GRASS AREAS WHICH MAY BE DAMAGED DURING CONSTRUCTION OF CURBS, SIDEWALKS, DRIVEWAYS, AND OTHER MISCELLANEOUS ITEMS. THE QUANTITIES ARE BASED ON UTILIZING A 3 FOOT WIDE STRIP IN THESE AREAS. THE SOD SHALL BE OF LIKE KIND TO THE EXISTING SOD. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF DAMAGE TO EXISTING GRASS THAT EXCEEDS THESE LIMITS.
10.

PAY ITEM INCLUDES ALL MOWING WITHIN THE RIGHT-OF-WAY AS DIRECTED DURING CONSTRUCTION.
11.

COST OF WATERING AND FERTILIZING SHALL BE INCLUDED. FERTILIZERS SHALL BE 10-20-10 AND SHALL BE APPLIED AT THE RATE OF 1.5 LBS PER 10 SQ YDS. FERTILIZER SHALL BE APPLIED PER SECTION 230.04H OF ODOT STANDARD SPECIFICATIONS. WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.
12.

THE COST OF TACK COAT, EDGE JOINT SEAL MATERIAL AND SCREENINGS FOR BLOTING, AND ALL LABOR ASSOCIATED WITH THESE ITEMS, SHALL BE INCLUDED IN ASPHALT CONCRETE.
13.

ESTIMATED AT 112 LBS PER SQ YD PER 1 INCH THICK.
14.

ODOT PAY FACTOR FOR AVERAGE LOT DENSITY SHALL NOT BE USED FOR THIS PROJECT. FAILURE TO REACH AVERAGE LOT DENSITY OF 92%-97% WILL RESULT IN REJECTION OF WORK.
15.

THE USE OF FLY-ASH IN CONCRETE IS PROHIBITED.
16.

ALL SAW CUTTING AND REMOVAL SHALL BE INCLUDED IN THE COST OF THE ITEM TO BE ADJUSTED, REMOVED, REPAIRED, OR REPLACED.
17.

THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.
18.

INCLUDES ALL COST OF SAWED JOINTS, SEALING OF ALL JOINTS INCLUDING LONGITUDINAL JOINTS, AND REINFORCEMENT.
19.

CURB, GUTTER, AND/OR SIDEWALK ASSOCIATED WITH THE DRIVEWAY AND THROUGH THE DRIVEWAY IS INCLUDED IN THE COST OF THE DRIVEWAY.
20.

ONE SIDEWALK PANEL ON EACH SIDE OF DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK OR MATCH EXISTING DRIVEWAY THICKNESS, WHICHEVER IS GREATER. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE COST OF THE THICKENED SIDEWALK THROUGH THIS AREA.
21.

ALL SANITARY AND STORM SEWER MANHOLE CASTINGS AND LIDS THAT ARE LOCATED IN THE STREET AND ARE DISTURBED BY THE CONTRACTOR SHALL BE REPLACED WITH NEW LIDS AND CASTINGS AND THE OLD ONES SHALL BE SALVAGED AND DELIVERED TO THE METAL RECYCLE BINS IN THE STOCKROOM AREA AT SEWER OPERATIONS AND MAINTENANCE, 9319 E. 42ND STREET NORTH, BETWEEN THE HOURS OF 7:30 AM AND 3:00 PM MONDAY THROUGH FRIDAY.
22.

THE TOTAL COST FOR RUBBERIZED ASPHALT AND/OR SILICONE AT MANHOLES, VALVE BOXES, INLETS, AND INLET APRONS, SHALL BE INCLUDED.
23.

ALL HOUSE NUMBERS SHALL BE REPLACED/ REESTABLISHED THROUGHOUT PROJECT LIMITS. COST TO BE INCLUDED IN URBAN RIGHT OF WAY RESTORATION. CONTRACTOR SHALL REESTABLISH DRAINS, ROOF DRAINS AND OTHER DRAINAGE THROUGH THE CURBS IN ACCORDANCE WITH CITY OF SHAWNEE STANDARDS.
24.

ALL PLASTIC PAVEMENT MARKINGS SHALL BE EITHER:

EXTRUDED-APPLIED THERMOPLASTIC (USE ON ASPHALT PAVEMENT). THERMOPLASTIC PAVEMENT MARKINGS SHALL ONLY BE APPLIED WHEN THE SURFACE TEMPERATURE EXCEED 55°F FOR ALL OF THE SIX HOURS PRIOR TO INSTALLATION AND MAXIMUM WIND GUSTS ARE BELOW 15 MPH AT THE TIME OF APPLICATION. PRICE BID TO INCLUDE FLEX TABS OR LIKE KIND FOR POST CONSTRUCTION LANE MARKING/SEPARATION. MECHANICALLY APPLIED PREFORMED PLASTIC TAPE ("COLD TAPE") WILL NOT BE ACCEPTED.
25.

REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01

- TYPE III RETROREFLECTIVE SHEETING.
26.

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 TRAVELED WAY. ONLY TYPE "C" WARNING LIGHTS SHALL BE USED FOR DELINEATION OF THE TRAVELED WAY, AND TYPE "C" LIGHTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.
27.

FLAGGER SHALL BE PAID FOR IN BID ITEM "TRAFFIC CONTROL".
28.

THE CONTRACTOR SHALL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF PLAN QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SURVEY TO VERIFY ANY ADDITIONAL QUANTITIES.
29.

PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL REQUIRED FOR COMPLETION OF THE PROJECT.
30.

THE COST TO REPLACE REMOVED OR DAMAGED SECTION CORNERS AND ALL OTHER PERMANENT RIGHT OF WAY MARKERS SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM. NO ADDITIONAL PAYMENT WILL BE MADE.
31.

PAY ITEM INCLUDES REMOVAL OF ALL STRUCTURES AND OBSTRUCTIONS WITHIN PROJECT LIMITS NOT SPECIFIED BY OTHER ITEMS OF WORK.
32.

NOT USED.
33.

MOBILIZATION FOR THE PROJECT IS TO BE INCLUDED IN THIS PAY ITEM. THE MAXIMUM ALLOWABLE AMOUNT WILL BE IN ACCORDANCE WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION TABLE 641:1.
34.

CONTRACTOR SHALL COORDINATE WITH HOMEOWNERS TO RESET ALL PAVERS, LANDSCAPE STONE, PRIVATE SIDEWALKS AND FENCES THAT ARE DISTURBED DURING CONSTRUCTION OPERATIONS. ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED FOR RESETTNG OF SUCH ITEMS IS TO BE INCLUDED IN PRICE BID FOR URBAN RIGHT OF WAY RESTORATION.
35.

UNCLASSIFIED EXCAVATION INCLUDES REMOVAL OF AGGREGATE BASE AND MODIFIED SUBGRADE UNDER EXISTING PAVEMENT TO BE REPAIRED.
36.

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 SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM.
37.

TESTING AND CHLORINATION OF WATER MAINS SHALL BE PERFORMED BY THE CONTRACTOR.

A.

CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY PLUGS WITH ADEQUATE BLOCKING OR RESTRAINTS, PLUS CORPORATION STOPS, AS DIRECTED BY CITY TESTING PERSONNEL, THEN, ONCE TESTING, CHLORINATION AND FLUSHING BY CITY PERSONNEL IS COMPLETED, REMOVE TEMPORARY BLOCKING AND TIE INTO EXISTING SYSTEM, USING FITTINGS SWABBED INTERNALLY WITH 2% BLEACH SOLUTION.

B.

TESTING, CHLORINATION AND FLUSHING OF NEW WATER MAIN SHALL BE PERFORMED BY THE CONTRACTOR ON MAINS WHICH ARE PHYSICALLY DISCONNECTED FROM THE EXISTING WATER SYSTEM. TESTING, CHLORINATION, AND FLUSHING OF NEW WATER MAINS SHALL NOT BE PREFORMED AGAINST VALVES WHICH ARE PHYSICALLY CONNECTED TO EXISTING SYSTEM.

C.

ALL COSTS FOR TEMPORARY PLUGS, BLOCKING, RESTRAINING, CORPORATION STOPS, TUBING, THREADED CONNECTIONS, BLEACH AND OTHER INCIDENTALS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PIPE.
38.

BURIED BOLTS, HARNESS LUGS, AND COUPLINGS SHALL BE GIVEN TWO COATS OF KOPPER'S BITUMASTIC 300-M (DRY MIL THICKNESS OF 16 MILS) OR EQUAL. COST TO BE INCLUDED IN UNIT PRICE BID FOR PIPE AND FITTINGS.
39.

CONTRACTOR TO EXCAVATE ALL UTILITY CROSSINGS AHEAD OF PIPE LAYING SO THAT THE GRADES CAN BE ADJUSTED ON THE PROPOSED WATER MAIN TO AVOID UTILITY CONFLICTS. FAILURE TO DO SO SHALL NOT ENTITLE THE CONTRACTOR TO CLAIM EXTRA COMPENSATION FOR ADJUSTMENTS TO THE PROPOSED WATER MAIN. COST FOR EXCAVATING UTILITY CROSSINGS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PIPE.
40.

CONTRACTOR SHALL INSURE ALL POLES WHICH ARE AFFECTED BY TRENCHING CONDITIONS ARE BRACED BY OWNERS. PAYMENT SHALL BE INCLUDED IN "URBAN RIGHT OF WAY RESTORATION". NO ADDITIONAL PAYMENT SHALL BE MADE.
41.

CONCRETE PATTERN SHALL BE OLD CHICAGO RUNNING BRICK, COLOR U-34.
42.

PAY ITEM SHALL BE USED FOR OVER EXCAVATION OF SOFT SPOTS. OVER EXCAVATION REQUIRES APPROVAL FROM THE ENGINEER OR CITY STAFF.
43.

ESTIMATED AT 87 LBS/SY FOR 8" DEPTH. SOIL ESTIMATED AT 120 LBS/CF.

44.

ALL COSTS FOR COMPONENTS NECESSARY TO RESTRAIN JOINTS FOR PIPE AND FITTINGS DESIGNATED RETRAINED JOINT ("RJ") SHALL BE INCLUDED IN UNIT PRICE BID FOR PIPE OR FITTINGS.

A.

DUCTILE IRON PIPE RESTRAINED JOINT SYSTEMS: U.S. PIPE TRFLEX, GRIFFIN SNAPLOK, MCWANE THRUSTLOCK, AMERICAN FLEXRING, EBAA MEGALUG, SMITH-BLAIR CAMLOCK, CLOW TUFGRIP OR EQUAL SHALL BE USED ON THIS PROJECT. SHOULD RJ PIPE BE SPECIFIED THRU UNCASSED BORES, ONLY US PIPE TRFLEX, GRIFFIN SNAPLOK, MCWANE THRUSTLOCK, OR AMERICAN FLEXRING IS TO BE USED. LOCKING GASKETS NOT PERMITTED.

B.

POLYVINYL CHLORIDE (PVC) RESTRAINED JOINT SYSTEMS: EBAA MEGALUG, STAR STARGRIP OR EQUAL SHALL BE USED ON THIS PROJECT. LOCKING GASKETS NOT PERMITTED; SHOULD RJ PIPE BE SPECIFIED ON BORE CASING IS REQUIRED.

C.

HIGH DENSITY POLYETHYLENE (HDPE) RESTRAINED JOINT SYSTEMS: EBAA MEGALUG, STAR STARGRIP OR EQUAL SHALL BE USED ON THIS PROJECT.

NO ADDITIONAL PAYMENT SHALL BE MADE.
45.

ALL CUT ENDS AND WHERE SALVAGED FITTINGS HAVE BEEN REMOVED FROM ABANDONED WATER LINES LEFT IN PLACE, SHALL BE PLUGGED WITH 24" OF CONCRETE INSIDE THE PIPE. COST OF CONCRETE PLUGGING TO BE INCLUDED IN UNIT PRICE BID FOR PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE.
46.

TRACER WIRE AND DETECTABLE MYLAR MARKING TAPE SHALL BE INSTALLED ABOVE ALL PVC AND HDPE PIPE, TERMINATING ONLY ONTO HYDRANTS JUST ABOVE GROUND LEVEL AS PER CONST SPEC 310. COST OF TRACER WIRE AND DETECTABLE MYLAR TAPE SHALL BE INCLUDED IN UNIT PRICE BID FOR PVC AND HDPE PIPE. ALLOWS #12 COPPER CLAD STEEL (CCS) WIRE, 21% CONDUCTIVITY, IN LIEU OF #8 COPPER WIRE AS TRACER WIRE ATOP PVC AND HDPE PIPE.
47.

DETECTABLE MYLAR MARKING TAPE SHALL BE INSTALLED OVER DUCTILE IRON PIPE.
48.

ALL LABOR, MATERIALS, AND EQUIPMENT TO CONNECT PROPOSED WATER MAINS TO EXISTING WATER MAINS ARE INCLUDED IN COST OF SLEEVES/ADAPTORS. CONTRACTOR TO EXCAVATE ALL EXISTING WATER MAINS AHEAD OF PIPE LAYING SO THAT THE GRADES CAN BE ADJUSTED ACCORDINGLY. FAILURE TO DO SO SHALL NOT ENTITLE THE CONTRACTOR TO CLAIM EXTRA COMPENSATION FOR ADJUSTMENTS TO THE PROPOSED WATER MAIN. COST FOR EXCAVATING EXISTING WATER MAINS SHALL BE INCLUDED IN UNIT PRICE BID FOR SLEEVES. NO ADDITIONAL PAYMENT SHALL BE MADE.
49.

CONTRACTOR IS REMINDED TO BACKFILL ALL TRENCHES EXCAVATED ACROSS ANY EXISTING OR PROPOSED DRIVING OR PARKING SURFACE WITH 1-1/2" TYPE A AGGREGATE BASE, PLACED IN 8-INCH MAXIMUM LIFTS AND COMPACTED TO 98% MODIFIED PROCTOR DENSITY. COST TO BE INCLUDED IN COST OF EXCAVATION AND BACKFILL. NO ADDITIONAL PAYMENT SHALL BE MADE.
50.

WATER SERVICE CONNECTIONS SHALL INCLUDE COST OF MATERIAL, LABOR AND EQUIPMENT TO REMOVE AND INSTALL SADDLES, SERVICE CLAMPS, CORPORATION STOPS, BENDS, 3-PART UNIONS, COUPLINGS, SETTERS AND ANY OTHER INCIDENTALS REQUIRED FOR A COMPLETE WATER SERVICE CONNECTION WITH EXCEPTION OF METER CANS, RIMS AND LIDS. NO ADDITIONAL PAYMENT SHALL BE MADE. METER CANS, LIDS AND RIMS SHALL BE PAID AS SEPARATE BID ITEM.

A.

SHORT SERVICE SHALL BE ANY SERVICE LINE THAT IS 25 FEET OR LESS IN LENGTH. SHORT SERVICES DO NOT INCLUDE PAVEMENT REPLACEMENT, I.E. ¾ INCH WATER SERVICE CONNECTIONS (SHORT SERVICE).

B.

LONG SERVICE SHALL BE ANY SERVICE LINE THAT IS GREATER THAN 25 FEET UP TO 80 FEET IN LENGTH. LONG SERVICES INCLUDE PAVEMENT REPLACEMENT AND/OR COST TO BORE. EXAMPLE: 3/4 INCH WATER SERVICE CONNECTIONS (LONG SERVICE).

C.

SERVICE LINE TUBING AND SADDLES SHALL BE PROVIDED BY THE CITY OF SHAWNEE. ALL OTHER MATERIALS FOR SERVICE LINE CONNECTIONS SHALL BE PROVIDED BY THE CONTRACTOR.
- | REVISION | | BY | DATE |
|--|----------------|--|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| PAY ITEM NOTES | | | |
| WHITTAKER STREET
REHABILITATION | | | |
| SHAWNEE MUNICIPAL AUTHORITY\
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING SERVICES DEPARTMENT | | | |
| PLANS AND ESTIMATES
PREPARED BY: | | HOLLOWAY, UPOKE + BELLEN, Inc.
905-A S 9TH STREET
BROKEN ARROW, OKLAHOMA 74012 | |
| PLAN SCALE: | DRAWN | PGM | |
| | DESIGNED | DAS | |
| | SURVEY | | |
| PROFILE SCALE: | PROJ. MGR. | | |
| | LEAD ENGR. | | |
| HORIZONTAL: | FIELD MGR. | | |
| | | | |
| VERTICAL: | RECOMMENDED: | | DATE: 2021 |
| | DESIGN MANAGER | | SHEET 3 OF 26 SHEETS |

Z:\Projects\2020\20SHAWWHTST Shawnee Whittaker Street\Design\Production Plans\Quantities.dwg, 4/22/2021 7:52:19 AM

PAY ITEM NOTES (CONTINUED)

51. SERVICE LINES ON NON--ARTERIALS SHALL BE EITHER COPPER TUBING (TYPE K SOFT ANNEALED CONFORMING TO ASTM B 88) OR PEX TUBING (UPON OR AQUA PEX 5206 BLUE CONFORMING TO ASTM F876/F877/F2023). PEX TUBING IS NOT PERMITTED WITHIN ARTERIAL RIGHT OF WAY. WHEN CONTRACTOR ELECTS TO USE PEX TUBING:

A. 3/4--INCH WATER SERVICE CONNECTIONS SHALL USE 1--INCH PEX TUBING MINIMUM.

B. 1--INCH WATER SERVICE CONNECTION SHALL USE 1 1/4--INCH PEX TUBING MINIMUM..
52. TOP OF VALVE BOX SHALL BE FLUSH WITH FINISHED GRADE.
53. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION. THE CONTRACTOR SHALL REPLACE THE SOD TO MATCH IN--KIND AND QUALITY. LIMITS OF DISTURBANCE SHALL NOT EXCEED 9--FEET CENTERED ON THE WATERLINE. ANY DISTURBANCE OUTSIDE OF THIS AREA SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE.
54. PRESSURE TESTING, BAC--T TESTS AND CHLORINATION OF WATER MAINS SHALL NOT BE PERFORMED UNTIL THE CITY INSPECTOR HAS AUTHORIZED. RESULTS SHALL BE SUBMITTED TO THE CITY FOR REVIEW.
55. PAY ITEM SHALL INCLUDED ALL POLES NECESSARY TO INSTALL SIGNS TO CURRENT MUTCD STANDARDS.
56. PAY ITEM SHALL INCLUDE ALL PARTS AND LABOR REQUIRED TO MOUNT RFRB'S. RFRB'S SHALL BE TAPCO OR APPROVED EQUAL.
57. PAY ITEM SHALL INCLUDE ALL LABOR, ADAPTORS, REDUCERS AND APPURTENANCES REQUIRED FOR INSTALLATION. HDPE MATERIAL SHALL BE PROVIDED BY THE CITY OF SHAWNEE. SLEEVES SHALL BE PROVIDED BY THE CONTRACTOR.

WATER LINE GENERAL NOTES:

1. THE CITY OF SHAWNEE SHALL INSPECT ALL TRENCHING, BEDDING, PIPE INSTALLATION, BACKFILL, AND COMPACTION.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT STANDARD SPECIFICATIONS AND STANDARD DETAILS, CITY OF SHAWNEE.
3. EXISTING SERVICE CONNECTIONS ARE TO BE KEPT IN SERVICE UNTIL CONNECTIONS TO NEW MAIN ARE MADE. ALL SERVICE LINE RECONNECTIONS SHALL BE MADE BY THE CONTRACTOR. SERVICE RECONNECTIONS SHALL BE INSTALLED AS PER CITY OF SHAWNEE STANDARD SPECIFICATIONS AND STANDARD DETAILS.
4. MINIMUM COVER OVER WATER LINES SHALL BE AS NOTED ON PLANS.
5. CONTRACTOR SHALL REPLACE EXISTING GRASS WITH SEED/SOD OF SAME TYPE AND VARIETY OR AS NOTED ON PLANS.
6. WATER OPERATIONS SHALL OPERATE ALL VALVES ON TRANSMISSION MAINS (16" AND LARGER). CONTRACTOR SHALL OPERATE ALL VALVES ON DISTRIBUTION MAINS (SMALLER THAN 16") WITH THE COORDINATION OF SHAWNEE AND WATER OPERATIONS.

A. ATTEMPTS WILL BE MADE WITH ASSISTANCE FROM THE CONTRACTOR TO NOTIFY ALL AFFECTED CUSTOMERS 48--HOURS IN ADVANCE, PARTICULARLY IF COMMERCIAL OR INDUSTRIAL CUSTOMERS ARE INVOLVED. PRIOR TO SHUTDOWN, SHAWNEE WILL NOTIFY WATER OPERATIONS GIVING AN ESTIMATED DOWNTIME. WATER OPERATIONS WILL NOTIFY THE FIRE DEPARTMENT OF ALL FIRE HYDRANTS OUT OF SERVICE AND WHEN THEY ARE BACK IN SERVICE, BY STREET ADDRESS OR INTERSECTION.

B. WHERE COMMERCIAL, INDUSTRIAL, OR CRITICAL CUSTOMERS ARE AFFECTED, AND FOR ALL LINES 16" AND LARGER IN SIZE, FIELD ENGINEERING WILL REQUEST WATER OPERATIONS TO SHUT DOWN THE MAIN. THERE WILL BE A MINIMUM OF 48--HOUR NOTICE TO WATER OPERATIONS.
7. CONTRACTOR SHALL PROVIDE AS LEAST 48 HOUR NOTICE TO ALL RESIDENTS OR BUSINESSES AFFECTED BEFORE TURNING OFF ANY WATER. CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING DOOR HANGERS ON AFFECTED HOMES AND BUSINESSES.
8. CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF THE OKLAHOMA ONE--CALL SYSTEM INC. NOTICE OF ANY EXCAVATION NO SOONER THAN 48 HOURS OR LATER THAN 10 DAYS, EXCLUDING SATURDAYS, SUNDAYS, LEGAL HOLIDAYS PRIOR TO COMMENCEMENT OF WORK, PHONE 1--800--522--6543.
9. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH PROJECT AT ALL TIMES. OPEN CUT STREET CROSSINGS REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WITH TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH CURRENT MUTCD REQUIREMENTS.
10. ANY DAMAGE CAUSED BY CONTRACTOR TO ADJACENT TRAFFIC SIGNAL INFRASTRUCTURE SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE TRAFFIC ENGINEER.
11. CONSTRUCTION FOR ALL ENGINEERING SERVICES FACILITIES SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF TITLE 252, DEPARTMENT OF ENVIRONMENTAL QUALITY, CHAPTER 626, PUBLIC WATER SUPPLY CONSTRUCTION STANDARDS, OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ).
12. ALL EXCAVATED MATERIAL NOT REQUIRED IN OTHER AREAS OF THE PROJECT 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 ANY EXCESS MATERIAL IS TO BE DISPOSED OF WITHIN THE CITY LIMITS OF SHAWNEE.
13. ANY CHANGES FROM APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF SHAWNEE FOR WRITTEN APPROVAL PRIOR TO INSTALLATION.

REVISION		BY	DATE
PAY ITEM NOTES			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 905--A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 4 OF 26 SHEETS

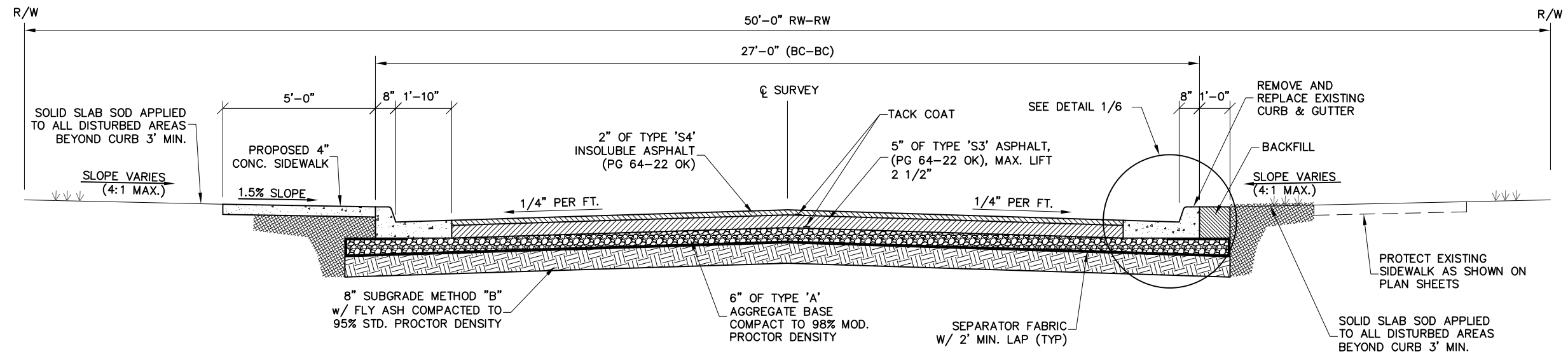
Z:\Projects\2020\20SHAWWHTST Shawnee Whittaker Street\Design\Production Plans\General Notes.dwg, 4/22/2021 7:52:22 AM

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CURRENT CITY OF SHAWNEE STANDARD SPECIFICATIONS AND STANDARD DETAILS AND STANDARD DRAWINGS AND CITY OF SHAWNEE SPECIAL PROVISIONS.
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 NEEDED ACTION ON AS 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. PAY ITEMS SHALL BE AS SPECIFIED ON THE CITY OF SHAWNEE OR ON THE ODOT STANDARD DRAWINGS EXCEPT AS MODIFIED BY THE CONTRACT.
4. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION 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.
5. THE LOCATIONS OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS.
6. THE 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 AND LEGAL HOLIDAYS, PRIOR TO THE COMMENCEMENT OF WORK. PHONE 1-800-522-6543.
7. THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PREVENT EXCESS MOISTURE FROM INCLEMENT WEATHER OR OTHER SOURCES FROM ENTERING ANY STREET EXCAVATION. IF EXCESS MOISTURE DOES ENTER THE EXCAVATION THROUGH THE NEGLIGENCE OF THE CONTRACTOR AND THE ADJOINING PAVEMENT IS ADVERSELY EFFECTED BY THE EXCESS MOISTURE, THE CONTRACTOR SHALL REPLACE THE ADJOINING PAVEMENT AND SUBBASE AT HIS SOLE EXPENSE.
8. THE CONTRACTOR SHALL PRESERVE THE INTEGRITY OF THE SANITARY SEWER STRUCTURES AND ALL OTHER UTILITY STRUCTURES WITHIN THE PROJECT EXTENTS.
9. 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. ALL FLAGMEN, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE FIELD ENGINEERING REPRESENTATIVE.
10. CONSTRUCTION SIGNAGE WILL BE INSTALLED IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT ADDITION, AND APPLICABLE ODOT STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN PRIOR TO BEGINNING WORK.
11. THE CONTRACTOR SHALL NOTIFY THE CITY OF SHAWNEE AT 405-878-1560 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK OR PRIOR TO REMOVING TRAFFIC SIGNS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ALL EXISTING TRAFFIC SIGNS AND MARKINGS REMOVED OR DAMAGED. ALL TRAFFIC SIGNS SHALL MEET MUTCD STANDARDS (CURRENT ADDITION).
13. THE CONTRACTOR WILL BE RESPONSIBLE FOR PREPARATION AND DISTRIBUTION OF A WRITTEN NOTICE TO RESIDENTS 48 HOURS PRIOR TO BEGINNING PAVEMENT REMOVAL OPERATIONS.
14. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH THE PROJECT AT ALL TIMES.
15. ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE AT ALL TIMES.
16. ALL BROKEN CONCRETE, WASTE MATERIAL, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.
17. ALL EXCAVATED MATERIAL NOT REQUIRED IN THE PROJECT 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 WILL BE REQUIRED TO OBTAIN AN EARTH CHANGE PERMIT IF ANY MATERIAL IS STORED ON THE PROJECT SITE AND/OR DISPOSED OF WITHIN THE CITY LIMITS.
18. ALL TREES, BRUSH AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER IS TO BE CLEANED OUT TO THE RIGHT-OF-WAY LINE IN A MANNER APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK. TREES OUTSIDE THE FILL SLOPES AND THE TOP OF CUT SLOPES SHALL NOT BE DISTURBED EXCEPT WITH THE WRITTEN APPROVAL OF THE ENGINEER.
19. WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND THE CAPACITY RECOMMENDED BY THE VEHICLE MANUFACTURER OR AS PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.
20. ANY DAMAGE TO THE ROADWAY PAVEMENT, CURB, DRIVEWAYS OR SIDEWALK CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED TO THE ENGINEER'S SATISFACTION AND SHALL BE ACCOMPLISHED AT THE CONTRACTOR'S SOLE EXPENSE. ALL DISTURBED ITEMS SHALL BE REPAIRED TO MATCH EXISTING MATERIALS AND PATTERNING.
21. IF THE CONTRACTOR ENCOUNTERS VOIDS WHEN PATCHING STREETS, THE CONTRACTOR SHALL CALL THE CITY OF SHAWNEE AT 405-878-1560 FOR AN INSPECTION BEFORE PROCEEDING WITH WORK.
22. THE PROJECT SHALL BE CONSTRUCTED WITH CONTINUOUS FLOW OF MATERIAL SUPPLIED TO THE PROJECT SUCH THAT THE LAYDOWN MACHINE WILL REMAIN IN MOTION. ANY DELAY IN FORWARD PROGRESSION OF THE LAYDOWN MACHINE MAY REQUIRE A TRANSVERSE JOINT AS DIRECTED BY THE ENGINEER.
- 23.NO FLY ASH IS ALLOWED TO BE USED ON THIS PROJECT.
- 24.PHYSICAL TESTING FOR QUALITY ASSURANCE SHALL BE FURNISHED BY THE CITY.
- 25.CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY QUALITY CONTROL TESTING TO ENSURE THAT PROJECT REQUIREMENTS ARE MET.
- 26.MASONRY STRUCTURES SHALL NOT BE CONSTRUCTED WITHIN THE STREET RIGHT-OF-WAY.
- 27.ALL CONCRETE CURB AND GUTTERS SHALL BE MONOLITHIC POURS. DOWELED-ON CURBS WILL NOT BE ALLOWED.
- 28.NO LIFTING HOLES WILL BE ALLOWED ON ANY REINFORCED CONCRETE PIPES OR REINFORCED CONCRETE BOXES.
- 29.CURB RAMP CONSTRUCTION SHALL COMPLY WITH THE CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS.
30. REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.
31. ALL SANITARY AND STORM SEWER MANHOLE CASTINGS AND LIDS THAT ARE LOCATED IN THE STREET AND ARE DISTURBED BY THE CONTRACTOR SHALL BE REPLACED WITH NEW LIDS AND CASTINGS AND THE OLD ONES SHALL BE SALVAGED AND DELIVERED TO THE CITY OF SHAWNEE.

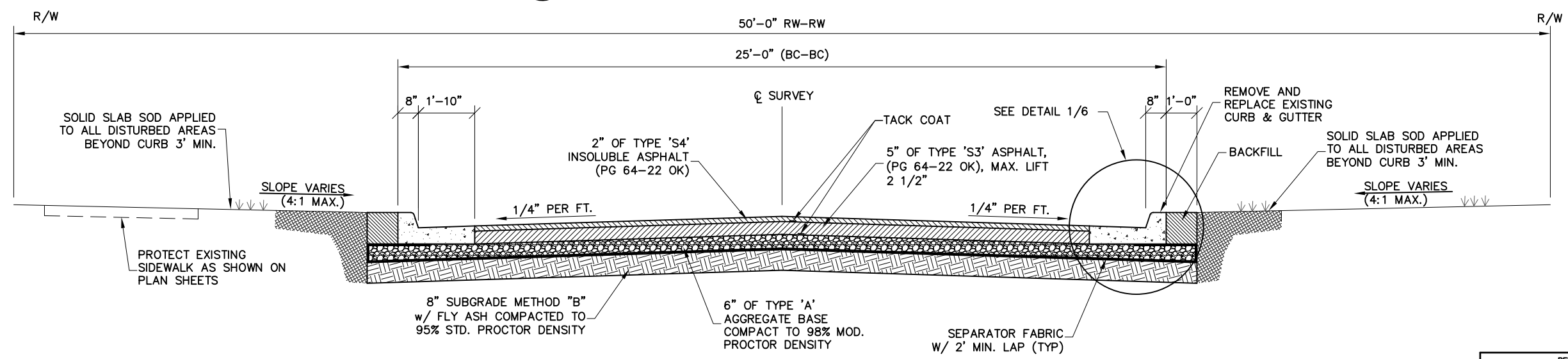
32. THE SIGN PLACEMENT STATIONING AND LOCATIONS SHOWN ON THE PLAN SHEETS AND SUMMARY SHEETS ARE APPROXIMATE. EXACT STATIONING AND LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR SO THAT THE SIGN IS INSTALLED IN ACCORDANCE WITH CITY OF SHAWNEE STANDARDS, CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES IN ORDER TO PROVIDE OPTIMUM VISIBILITY TO THE ONCOMING/APPROACHING MOTORIST. IF A PROPOSED LOCATION CONFLICTS WITH OTHER SIGNS, UTILITIES, OR OTHER ROADWAY FEATURES, THE ENGINEER SHALL BE NOTIFIED.
33. POST LENGTHS SHALL BE DETERMINED BY A FIELD SURVEY CONDUCTED BY THE CONTRACTOR.
34. ALL ASPHALT STREETS THAT ARE TO BE RECONSTRUCTED SHALL BE LEFT WITH A DRIVABLE SURFACE AT ALL TIMES. THE CONTRACTOR WILL NOT BE ALLOWED TO MILL OFF ALL THE ASPHALT BEFORE EXCAVATION BEGINS.
35. THE CONTRACTOR SHALL REPLACE ANY SECTION CORNERS OR OTHER PERMANENT RIGHT OF WAY MARKERS REMOVED OR DISTURBED AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. REPLACEMENT OF SECTION CORNERS OR ANY OTHER MONUMENTS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AUTHORIZED TO PERFORM WORK IN THE STATE OF OKLAHOMA.
36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL AND MAINTENANCE OF THE STORMWATER DRAINAGE. STORMWATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED.
37. STRAW OR HAY BALES AS STORMWATER BEST MANAGEMENT PRACTICES ARE NO LONGER ALLOWED ON CONSTRUCTION PROJECTS.
38. THE CONTRACTOR MUST CALL 1-800-458-4251 IMMEDIATELY IF A NATURAL GAS PIPELINE IS CUT, DAMAGED, OR OTHERWISE DISTURBED.
39. PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT. ENSURE PROPER BACKFILL BEHIND CURB AND HEIGHT OF SOD.
40. ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, CURB RAMPS, AND CROSSWALKS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES, AND THE PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY, PUBLISHED ON JULY 26, 2011 BY THE U.S. ACCESS BOARD. WHERE SPATIAL LIMITATIONS OR EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH THIS ACT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR SHALL NOT PROCEED WITH ANY ASPECT OF THE WORK, WHICH IS NOT IN FULL COMPLIANCE WITH THE ADA WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF THE ADA, FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
41. ALL TRENCH WIDTHS & BEDDING MATERIAL SHALL BE AS SHOWN ON SHEET 21, WATER LINE BEDDING DETAIL. SPECIFIED TRENCH WIDTHS SHALL BE MAINTAINED FULL DEPTH FROM THE FLOWLINE TO THE GRADING TEMPLATE. THE CONTRACTOR SHALL KEEP THE OPEN TRENCH DRAINED.
42. THE CONTRACTOR SHALL NOTIFY THE CITY OF SHAWNEE AT 405-878-1560, A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK, LANE CLOSURES OR PRIOR TO DETOURING TRAFFIC. THE CONTRACTOR WILL SUBMIT A TRAFFIC PLAN TO THE CITY OF SHAWNEE FOR APPROVAL A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK.

REVISION		BY	DATE
GENERAL NOTES			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
	LEAD ENGR.		
HORIZONTAL:	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 5 OF 26 SHEETS



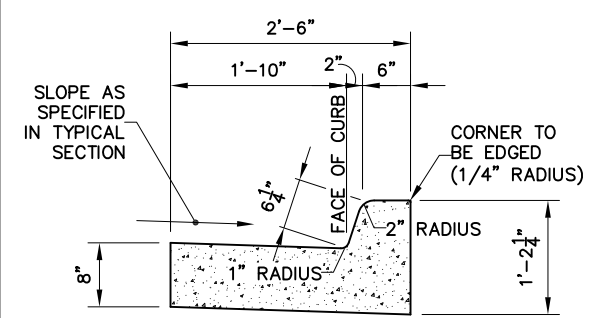
TYPICAL SECTION "A"				
STREET NAME	BEGIN STATION	END STATION	BC-BC (FT)	RW-RW (FT)
E WHITAKER ST	10+10.93	17+85.34	27.00	50.00

A TYPICAL ASPHALT SECTION "A"
SCALE: 1/2" = 1'-0"

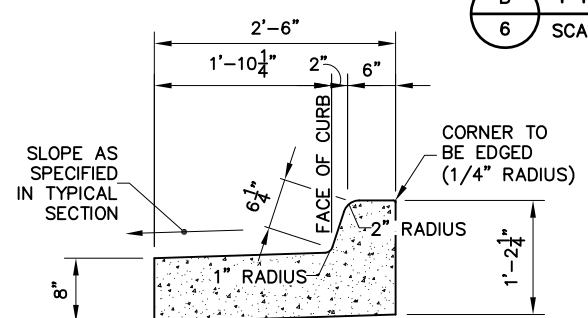


TYPICAL SECTION "B"				
STREET NAME	BEGIN STATION	END STATION	BC-BC (FT)	RW-RW (FT)
N DRAPER AVE	20+05.00	22+59.70	25.00	50.00

B TYPICAL ASPHALT SECTION "B"
SCALE: 1/2" = 1'-0"



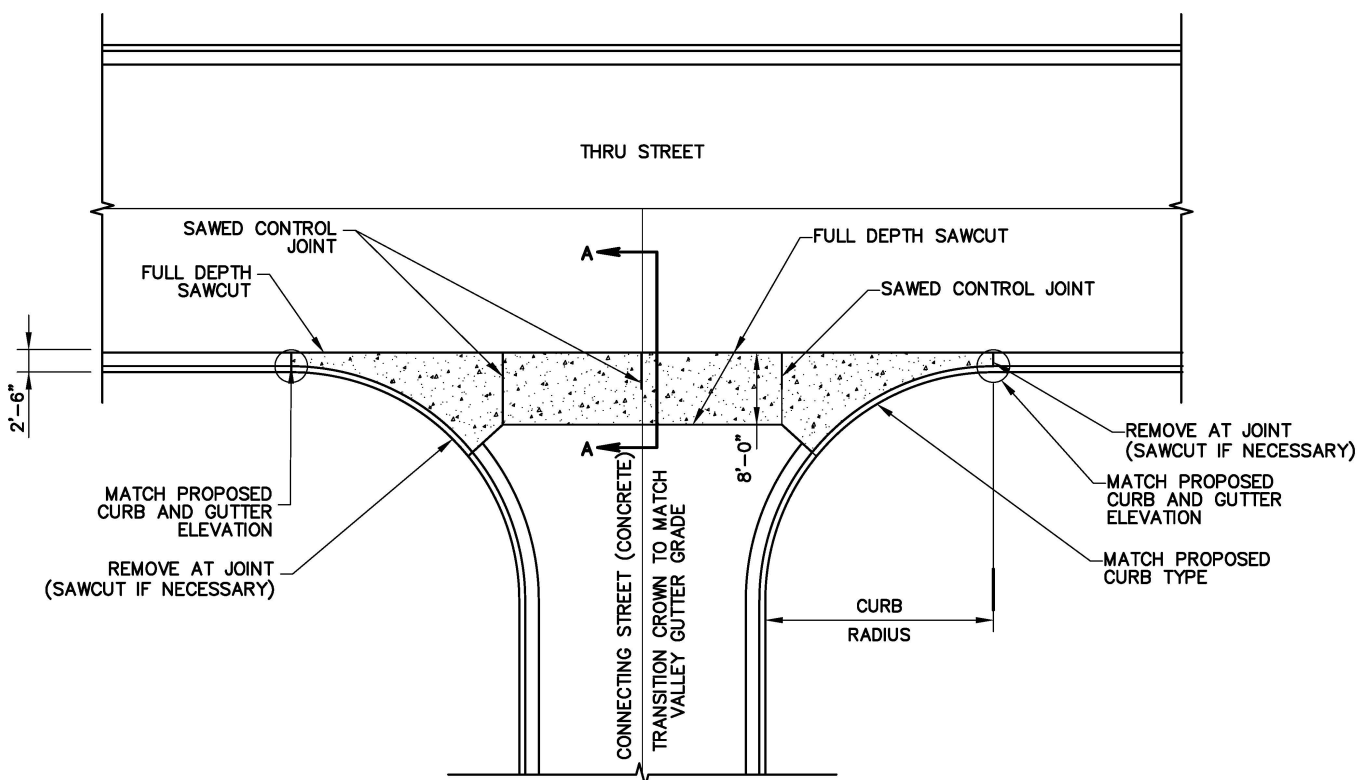
1 CURB & GUTTER
6 6" BARRIER TYPE



2 CURB & GUTTER
6 6" BARRIER TYPE - FALL AWAY

REVISION	BY	DATE
TYPICAL SECTIONS		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE: 1/2"=1'-0"	DRAWN DESIGNED SURVEY	PGM DAS
PROFILE SCALE:	PROJ. MGR.	
HORIZONTAL:	LEAD ENGR. FIELD MGR.	
VERTICAL:	RECOMMENDED: DESIGN MANAGER	DATE: 2021 SHEET 6 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\Typical Sections.dwg, 4/22/2021 7:52:26 AM



SAW CUT

2'-6"

MAINTAIN EXIST. GUTTER GRADE AT FACE OF CURB

PAVING

REMOVE

6" MIN. P.C.C.

6" MIN. P.C.C.

MIN. RISE TO MATCH TOP OF CURB ELEVATION

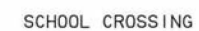
PROPERTY LINE

6" MIN. OF TYPE 'A' AGGREGATE BASE COMPACT TO 98% MOD. PROCTOR DENSITY

Diagram illustrating the plan view of a driveway and sidewalk construction details:

- SAW OR SCORE 1" CONTRACTION JOINTS AT 5' INTERVALS MAX.** (Indicated for the sidewalk)
- ROLLED CURB** (Indicated for the curb profile)
- SIDEWALK - 4" THICK** (Indicated for the sidewalk)
- IF DRIVE IS WIDER THAN 15', SAW CUT AT CL.** (Indicated for the driveway opening)
- EXP. JOINT** (Indicated for the expansion joint in the driveway)
- 6" THICK SIDEWALK FOR 1-4' PANEL PINNED w/ #3 @ 12" O.C. REINFORCEMENT (TYP BOTH SIDES OF DRIVEWAY)** (Indicated for the sidewalk reinforcement)
- EXP. JOINT @ 25' O.C.** (Indicated for the expansion joint in the sidewalk)
- GUTTER FL (NOT A JOINT)** (Indicated for the gutter line)
- BLOCK OUT CURB THROUGH DRIVEWAY OPENING. SEALED EXP. JOINT** (Indicated for the curb and expansion joint treatment)
- SEE DRIVEWAY SCHEDULE** (Indicated for the driveway width and schedule)
- FIRST JOINT OR SECOND JOINT SEE DRIVEWAY SCHEDULE** (Indicated for the joint location)

NOTE:
REPLACE DRIVEWAY TO FIRST CONSTRUCTION JOINT
UNLESS SIDEWALK REPAIRS ARE REQUIRED THEN
REPLACE DRIVEWAY TO BACK OF SIDEWALK.



COLOR:
BORDER AND LEGEND:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLOURESCENT YELLOW-GREEN
(REFLECTORIZED)

S1-1	36 x 36	6.75 SF
S1-1E	48 x 48	12.00 SF

REVISION	BY	DATE

MISCELLANEOUS STREET DETAILS

WHITTAKER STREET REHABILITATION

SHAWNEE MUNICIPAL AUTHORITY\

CITY OF SHAWNEE, OKLAHOMA

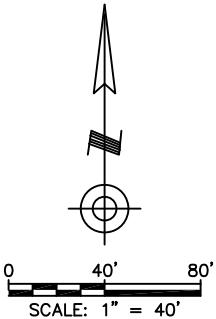
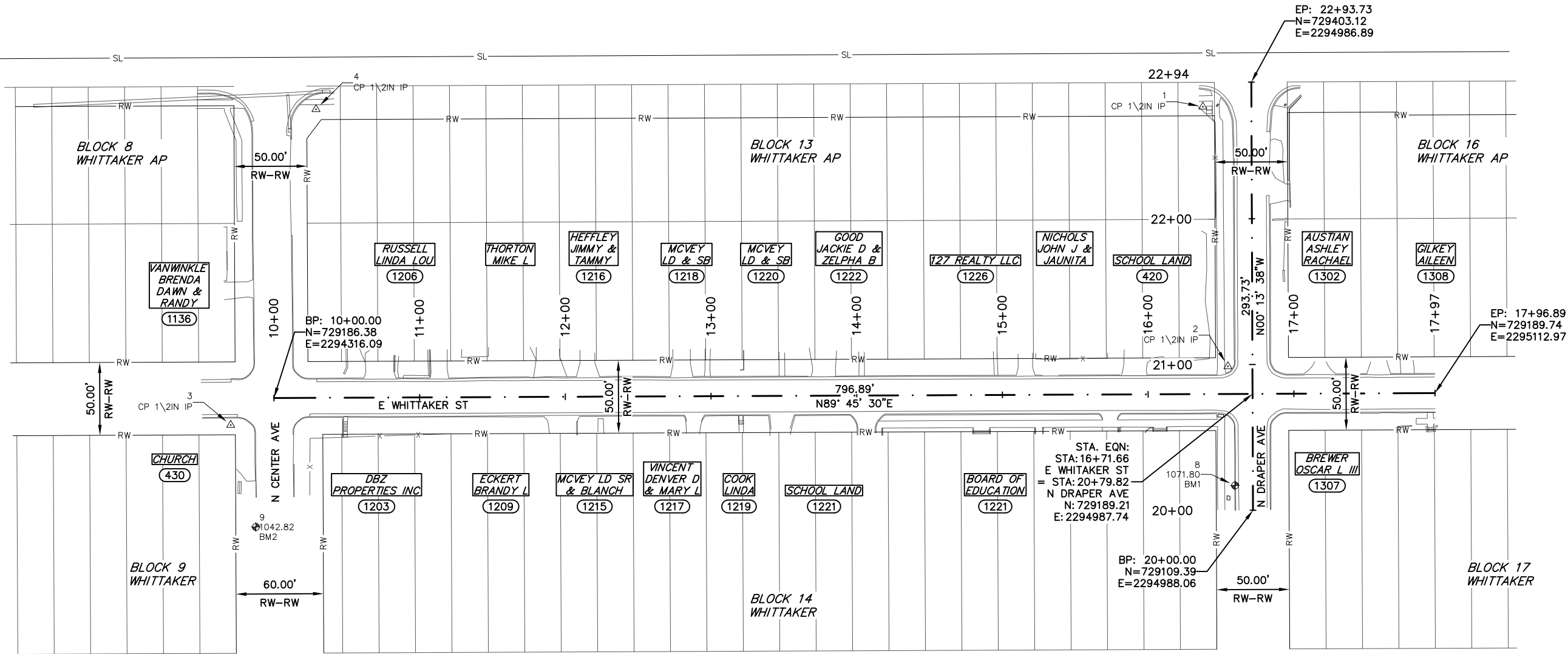
ENGINEERING SERVICES DEPARTMENT

PLANS AND ESTIMATES
PREPARED BY:

 **HOLLOWAY, UPDIKE + BELLEN, Inc.**
905-A S 9TH STREET
BROKEN ARROW, OKLAHOMA 74012

PLAN SCALE: AS SHOWN	DRAWN	PGM		
	DESIGNED	DAS		
	SURVEY			
PROFILE SCALE:	PROJ. MGR.			
	LEAD ENGR.			
	FIELD MGR.			
HORIZONTAL:	RECOMMENDED:			DATE: 2021
	DESIGN MANAGER			
VERTICAL:				SHEET 7 OF 26 SHEETS

Z:\Projects\2020\20SHAWHHTST Shawnee Whittaker Street\Design\Production Plans\Survey Data.dwg, 4/22/2021 7:52:34 AM



SURVEY COORDINATE TABLE				
ID	DESCRIPTION	NORTHING	EASTING	ELEVATION
8	BM1	729126.35	2294975.69	1071.80
9	BM2	729097.93	2294303.65	1042.82

SURVEY COORDINATE TABLE			
ID	DESCRIPTION	NORTHING	EASTING
1	CP 1\2IN IP	729386.22	2294953.64
2	CP 1\2IN IP	729208.09	2294970.81
3	CP 1\2IN IP	729167.85	2294286.39
4	CP 1\2IN IP	729384.50	2294344.95

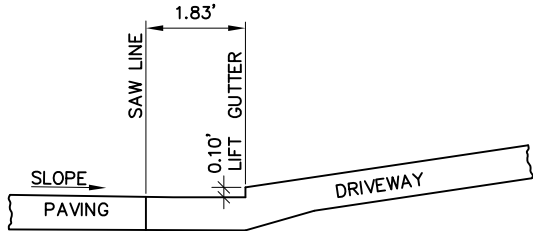
REVISION	BY	DATE
SURVEY DATA		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE: 1"=40'	DRAWN DESIGNED SURVEY	PGM DAS
PROFILE SCALE:	PROJ. MGR.	
HORIZONTAL:	LEAD ENGR.	
	FIELD MGR.	
VERTICAL:	RECOMMENDED: DESIGN MANAGER	DATE: 2021 SHEET 8 OF 26 SHEETS

Z:\Projects\2020\20SHAWHHTST Shawnee Whittaker Street\Design\Production Plans\Whittaker St.dwg, 4/22/2021 7:52:48 AM

E WHITTAKER ST DRIVEWAY TABLE										
DRIVEWAY	STATION	RADIUS DOWN (FT)	RADIUS UP (FT)	WIDTH (FT)	DEPTH (FT)	AREA (SY)	AGG. BASE TYPE "A" (CY)	SURFACE	EXIST. SLOPE %	PROP. SLOPE %
* DW-1	10+72.71 LT	5.0	5.0	19.6	13.9	34.3	5.7	CONCRETE	9.4	12.5
* DW-2	11+13.46 LT	5.0	5.0	11.4	13.9	21.5	3.6	CONCRETE	11.0	12.0
DW-3	11+88.57 LT	5.0	4.0	17.2	13.9	34.9	5.8	CONCRETE	6.3	9.3
* DW-4	12+00.00 RT	4.0	5.0	18.6	14.1	33.4	5.6	CONCRETE	14.5	18.1
* DW-5	12+15.26 LT	5.0	5.0	10.2	13.9	22.9	3.8	CONCRETE	10.2	17.8
DW-6	12+79.91 LT	5.0	5.0	12.0	13.9	24.1	4.0	CONCRETE	2.8	5.6
* DW-7	12+87.52 RT	5.0	5.0	9.1	14.1	20.3	3.4	CONCRETE	17.8	17.5
* DW-8	13+50.00 RT	5.0	5.0	14.2	14.1	29.1	4.8	CONCRETE	13.2	13.2
DW-9	13+77.36 LT	5.0	5.0	17.1	13.9	30.3	5.0	CONCRETE	3.1	-3.7
DW-10	14+06.90 RT	10.0	10.0	6.3	6.5	18.8	3.1	CONCRETE	10.0	7.8
DW-11	15+15.79 LT	5.0	5.0	9.9	13.9	19.7	3.3	CONCRETE	2.6	-0.6
* DW-12	15+73.73 RT	5.0	5.0	10.7	6.5	11.6	1.9	CONCRETE	10.2	16.5
DW-13	15+93.60 LT	5.0	5.0	20.2	13.9	29.0	4.8	CONCRETE	3.3	0.4
* DW-14	17+18.47 LT	10.0	10.0	7.3	11.5	21.2	3.5	CONCRETE	13.6	5.7
DW-15	17+58.58 LT	5.0	4.0	10.4	11.5	20.2	3.4	CONCRETE	7.1	5.0
DW-16	17+77.86 LT	4.0	5.0	9.3	7.5	11.2	1.9	CONCRETE	11.1	7.2
					TOTAL	382.5	63.7			

N DRAPER AVE DRIVEWAY TABLE										
DRIVEWAY	STATION	RADIUS DOWN (FT)	RADIUS UP (FT)	WIDTH (FT)	DEPTH (FT)	AREA (SY)	AGG. BASE TYPE "A" (CY)	SURFACE	EXIST. SLOPE %	PROP. SLOPE %
DW-17	22+18.38 RT	5.0	10.0	12.9	11.8	26.2	4.4	CONCRETE	4.8	4.7

* SEE DETAIL



* PROVIDE 0.10' LIFT AT DRIVEWAY

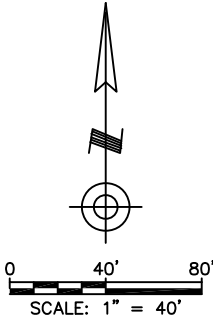
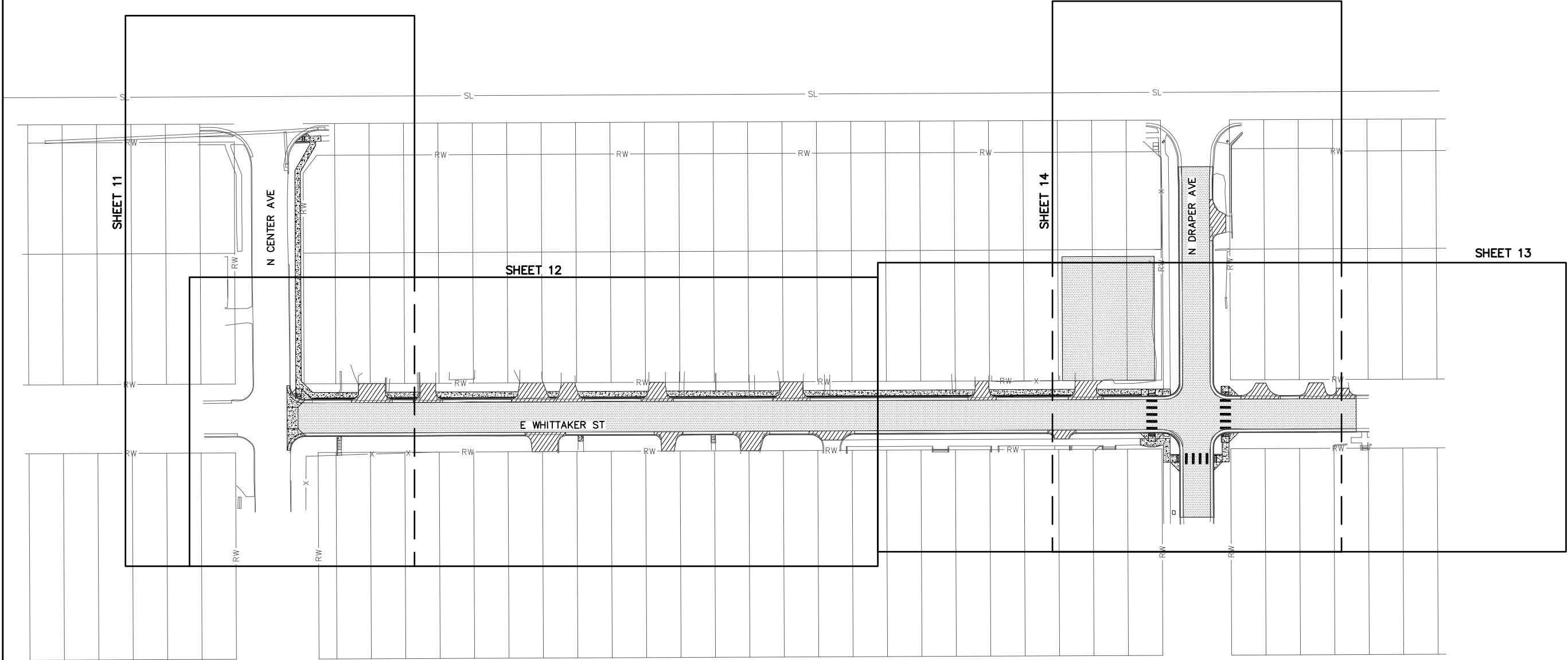


*DRIVEWAY SECTION

NTS

REVISION		BY	DATE
DRIVEWAY TABLES			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 9 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\Key Map Road.dwg, 4/22/2021 7:52:55 AM



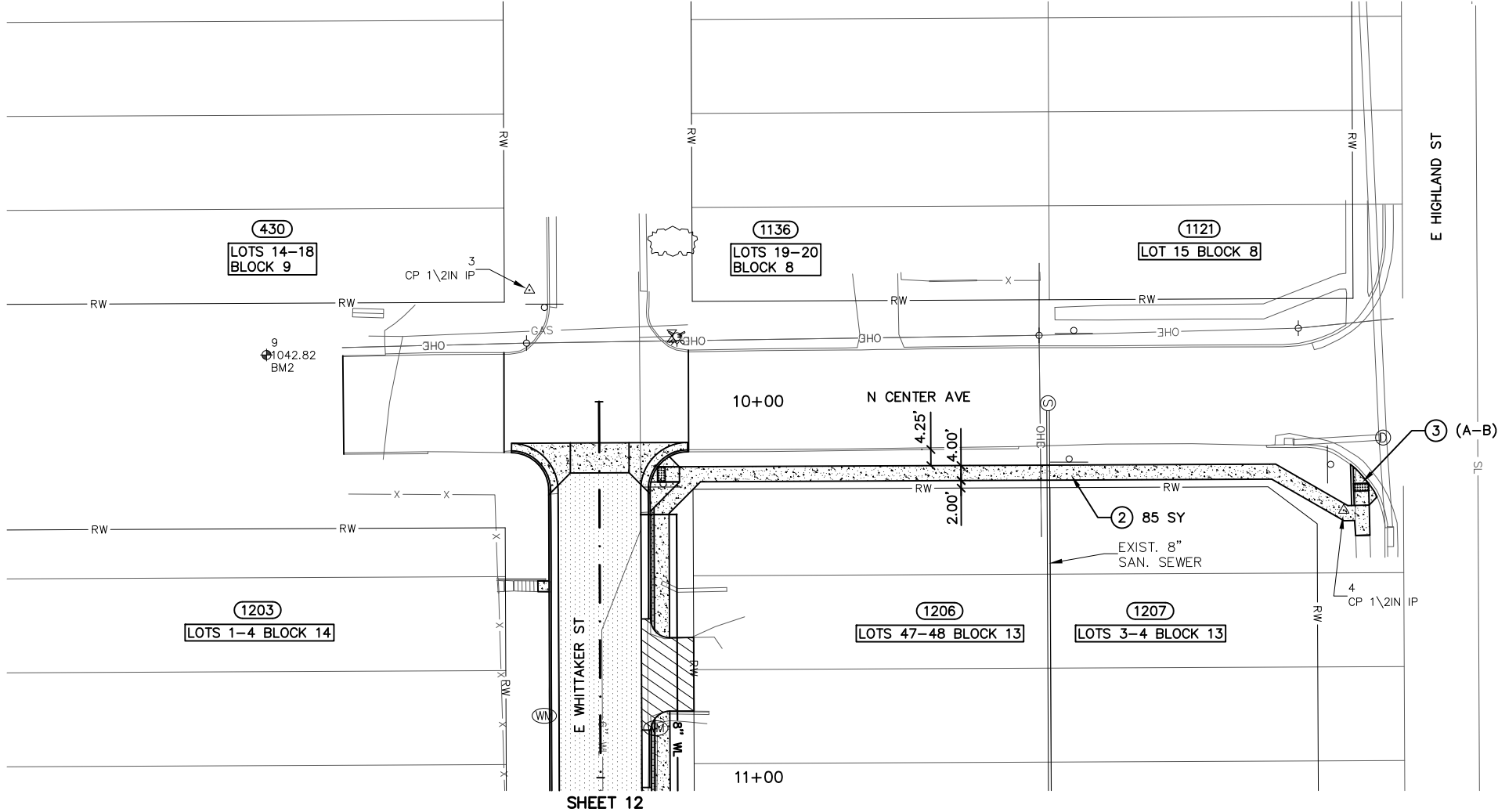
LEGEND

ASPHALT PAVEMENT
FULL REPLACEMENT

DRIVEWAY
(REMOVE & REPLACE)

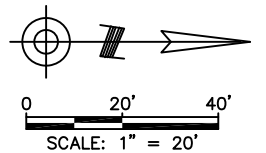
CONCRETE
SIDEWALK/CONCRETE
VALLEY GUTTER

REVISION		BY	DATE
KEY MAP PAVING			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=40'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 10 OF 26 SHEETS



PLAN AND PROFILE KEYED NOTES FOR STREET REPLACEMENT

- ③ SAW PAVEMENT (FULL DEPTH)
MATCH EXISTING ELEV. WITH NEW PAVEMENT
- ② CONSTRUCT NEW SIDEWALK
- ③ INSTALL SIDEWALK RAMP, ODOT STD R-98E TYPE ()
- ④ CONSTRUCT VALLEY GUTTER PER DETAIL 1/7
- ⑤ ADJUST VALVE BOX TO GRADE
- ⑥ ADJUST MANHOLE TO GRADE
- ⑦ RELOCATE/ADJUST EXISTING WATER METER
- ⑧ RELOCATE/RECONNECT FIRE HYDRANT
- ⑨ REPLACE ROOF DRAIN PER PAY ITEM NOTE 29
- ⑩ REMOVE/RESET SIGN
(RELOCATE WHEN NECESSARY)
- ⑪ INSTALL SCHOOL X-ING SIGN (S1-1)
PER DETAIL 6/6
*ADD ALT NO. 1 w/ RRB COMPLETE-IN-PLACE
- ⑫ 2'-0" x 8'-0" WHITE BARS CROSSWALK

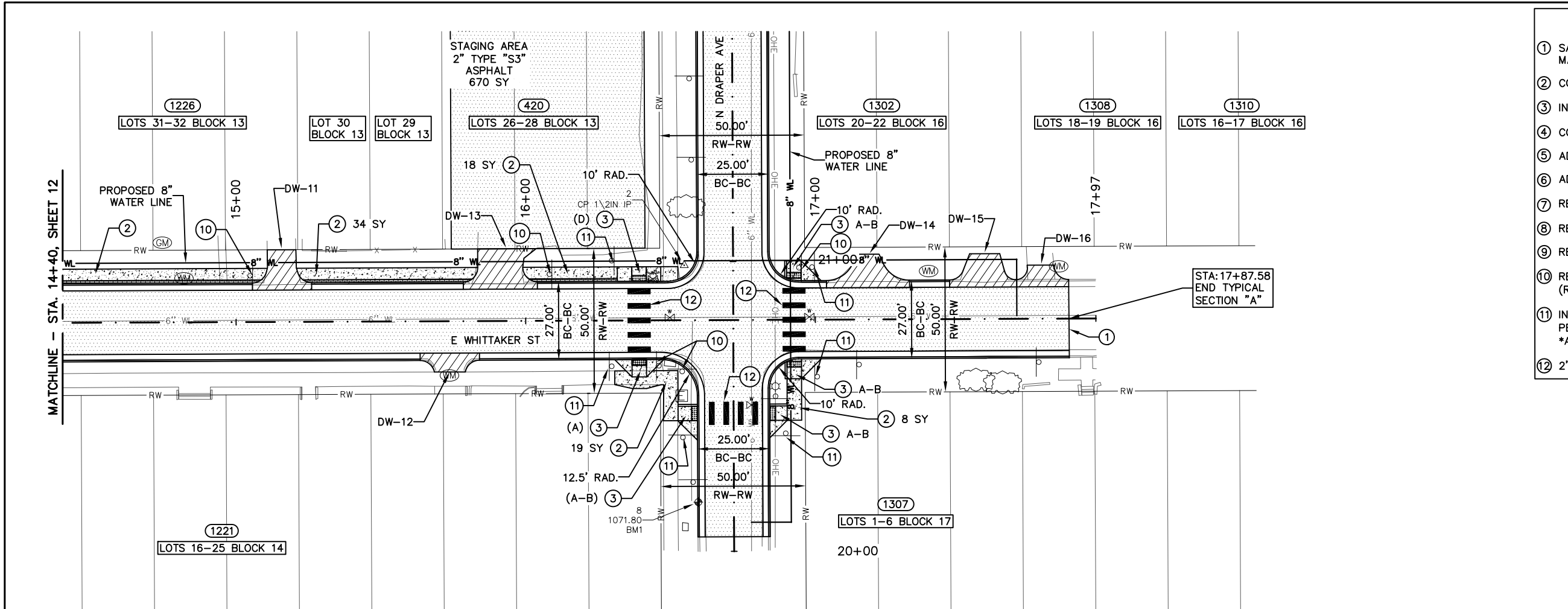


LEGEND

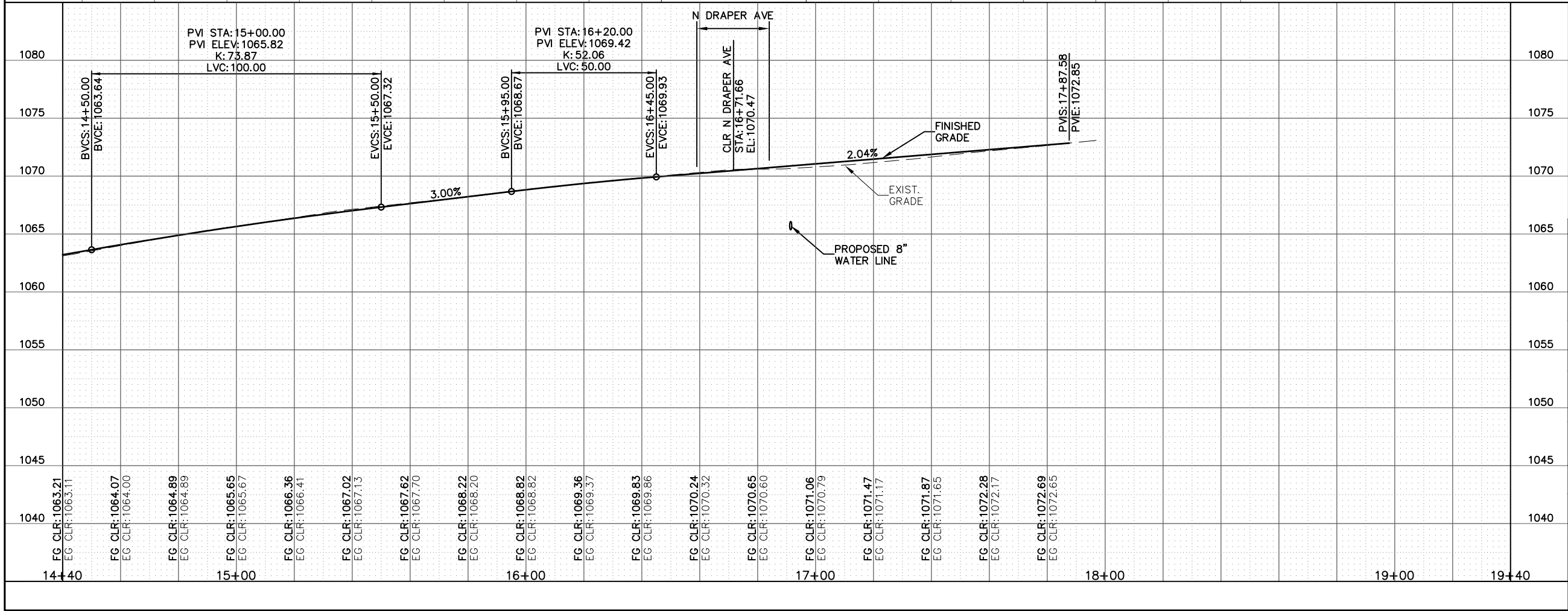
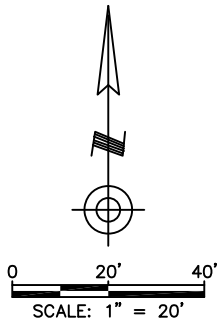
- | | |
|---|--|
|  | ASPHALT PAVEMENT
FULL REPLACEMENT |
|  | DRIVEWAY
(REMOVE & REPLACE) |
|  | CONCRETE
SIDEWALK/CONCRETE
VALLEY GUTTER |
|  | STAMPED CONCRETE |
|  | STREET ADDRESS |

	REVISION		BY		DATE	
N CENTER ST PLAN						
WHITTAKER STREET REHABILITATION						
SHAWNEE MUNICIPAL AUTHORITY\						
CITY OF SHAWNEE, OKLAHOMA						
ENGINEERING SERVICES DEPARTMENT						
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY UPDIKE + BELLEN, INC. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012				
PREPARED BY:						
PLAN SCALE: 1"=20'	DRAWN	PGM				
	DESIGNED	DAS				
	SURVEY					
PROFILE SCALE:	PROJ. MGR.					
	LEAD ENGR.					
HORIZONTAL:	FIELD MGR.					
VERTICAL:	RECOMMENDED:			DATE: 2021		
	DESIGN MANAGER			SHEET 11 OF 26 SHEETS		

Z:\Projects\2020\20SHAWWHIT\Shawnee Whittaker Street\Design\Production Plans\Whittaker St.dwg, 4/22/2021 7:53:15 AM



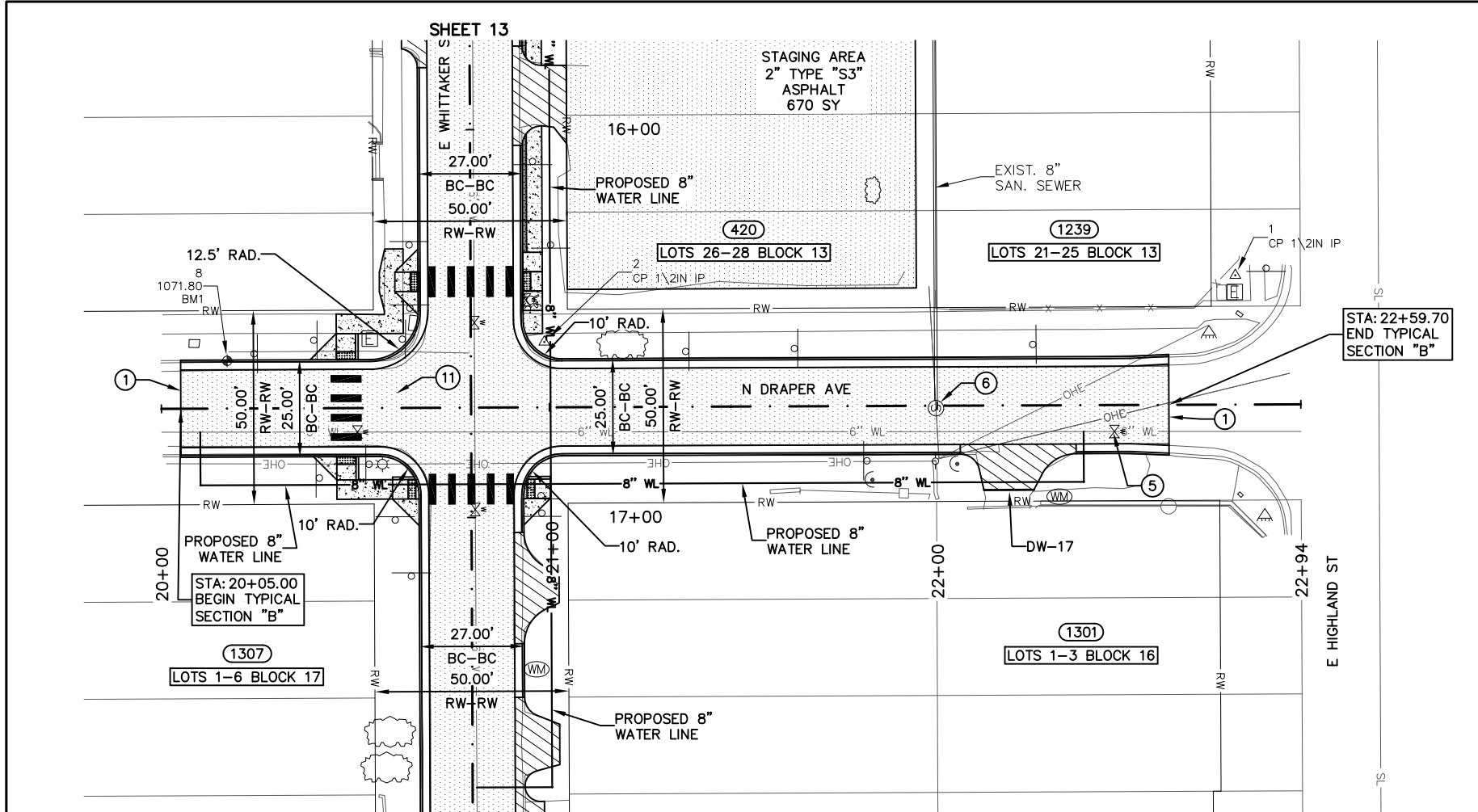
- PLAN AND PROFILE KEYED NOTES
FOR STREET REPLACEMENT**
- ① SAW PAVEMENT (FULL DEPTH)
MATCH EXISTING ELEV. WITH NEW PAVEMENT
 - ② CONSTRUCT NEW SIDEWALK
 - ③ INSTALL SIDEWALK RAMP, ODOT STD R-98E TYPE ()
 - ④ CONSTRUCT VALLEY GUTTER PER DETAIL 1/7
 - ⑤ ADJUST VALVE BOX TO GRADE
 - ⑥ ADJUST MANHOLE TO GRADE
 - ⑦ RELOCATE/ADJUST EXISTING WATER METER
 - ⑧ RELOCATE/RECONNECT FIRE HYDRANT
 - ⑨ REPLACE ROOF DRAIN PER PAY ITEM NOTE 29
 - ⑩ REMOVE/RESET SIGN
(RELOCATE WHEN NECESSARY)
 - ⑪ INSTALL SCHOOL X-ING SIGN (S1-1)
PER DETAIL 6/6
*ADD ALT NO. 1 w/ RRB COMPLETE-IN-PLACE
 - ⑫ 2'-0" x 8'-0" WHITE BARS CROSSWALK



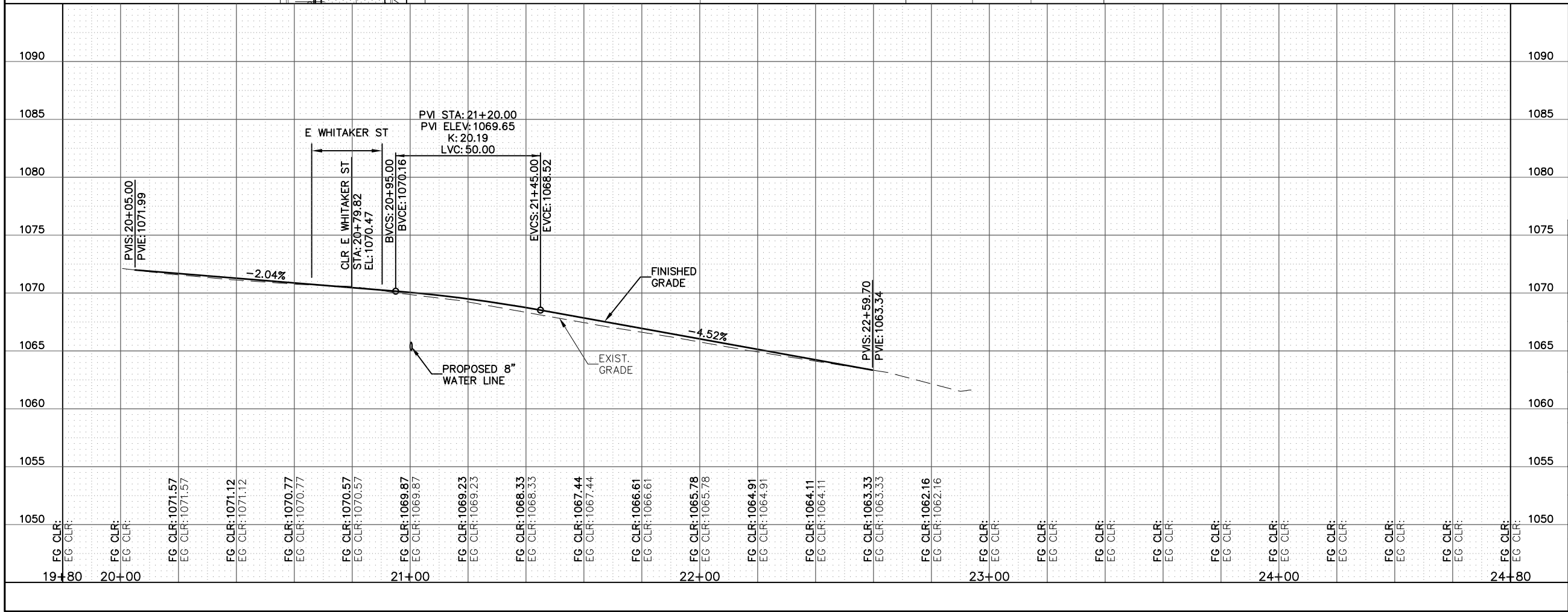
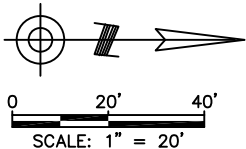
LEGEND	
	ASPHALT PAVEMENT FULL REPLACEMENT
	DRIVEWAY (REMOVE & REPLACE)
	CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER
	STAMPED CONCRETE
	(9999) STREET ADDRESS

REVISION	BY	DATE
E WHITTAKER ST PLAN AND PROFILE (2)		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY: HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET 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: 2021 SHEET 13 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITSH Shawnee Whitaker Street\Design\Plans\Whittaker St.dwg, 4/22/2021 7:53:19 AM



- PLAN AND PROFILE KEYED NOTES
FOR STREET REPLACEMENT**
- ① SAW PAVEMENT (FULL DEPTH)
MATCH EXISTING ELEV. WITH NEW PAVEMENT
 - ② CONSTRUCT NEW SIDEWALK
 - ③ INSTALL SIDEWALK RAMP, ODOT STD R-98E TYPE ()
 - ④ CONSTRUCT VALLEY GUTTER PER DETAIL 1/7
 - ⑤ ADJUST VALVE BOX TO GRADE
 - ⑥ ADJUST MANHOLE TO GRADE
 - ⑦ RELOCATE/ADJUST EXISTING WATER METER
 - ⑧ RELOCATE/RECONNECT FIRE HYDRANT
 - ⑨ REPLACE ROOF DRAIN PER PAY ITEM NOTE 29
 - ⑩ REMOVE/RESET SIGN
(RELOCATE WHEN NECESSARY)
 - ⑪ INSTALL SCHOOL X-ING SIGN (S1-1)
PER DETAIL 6/6
*ADD ALT NO. 1 w/ RRB COMPLETE-IN-PLACE
 - ⑫ 2'-0" x 8'-0" WHITE BARS CROSSWALK

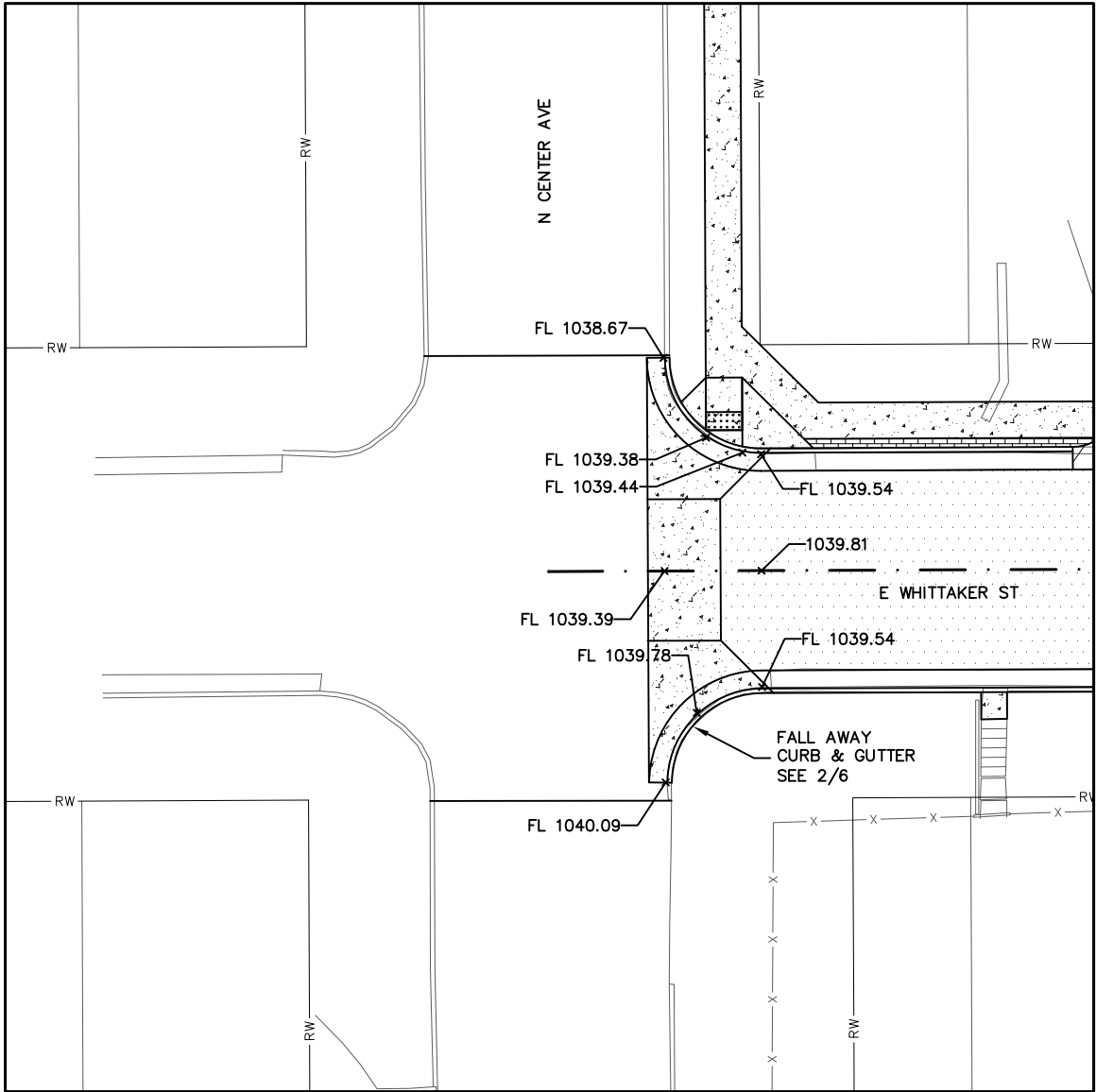


LEGEND

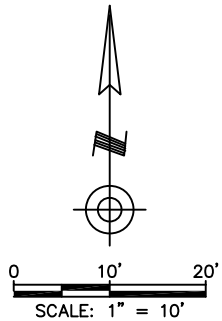
- ASPHALT PAVEMENT FULL REPLACEMENT
- DRIVEWAY (REMOVE & REPLACE)
- CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER
- STAMPED CONCRETE
- 9999 STREET ADDRESS

REVISION	BY	DATE
N DRAPER AVE PLAN AND PROFILE		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY: HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET 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'	RECOMMENDED:	DATE: 2021
VERTICAL: 1"=5'	DESIGN MANAGER	SHEET 14 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\Whittaker St.dwg, 4/22/2021 7:53:24 AM



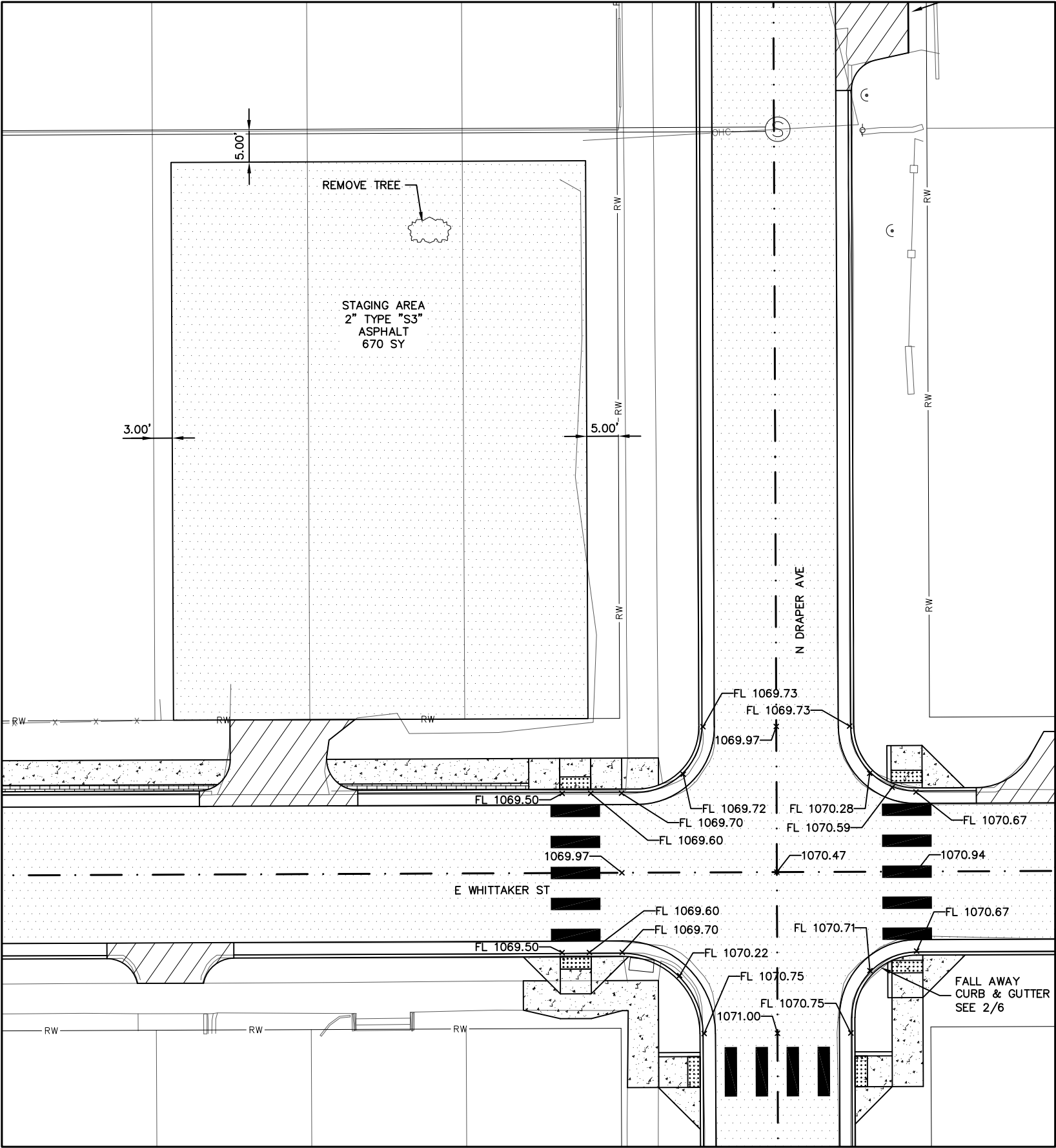
1
15 E WHITTAKER ST & N CENTER AVE
SCALE: 1" = 10'



LEGEND	
	ASPHALT PAVEMENT FULL REPLACEMENT
	DRIVEWAY (REMOVE & REPLACE)
	CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER
	STAMPED CONCRETE
	9999 STREET ADDRESS

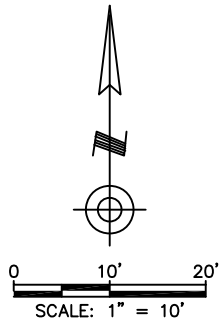
REVISION		BY	DATE
INTERSECTION PLANS			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=10'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 15 OF 26 SHEETS

Z:\Projects\2020\20SHAWHHTST Shawnee Whittaker Street\Design\Production Plans\Whittaker St.dwg, 4/22/2021 7:53:27 AM



1
16

E WHITTAKER & N DRAPER AVE
SCALE: 1" = 10'



LEGEND	
	ASPHALT PAVEMENT FULL REPLACEMENT
	DRIVEWAY (REMOVE & REPLACE)
	CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER
	STAMPED CONCRETE
	(9999) STREET ADDRESS

REVISION	BY	DATE

INTERSECTION
PLANS

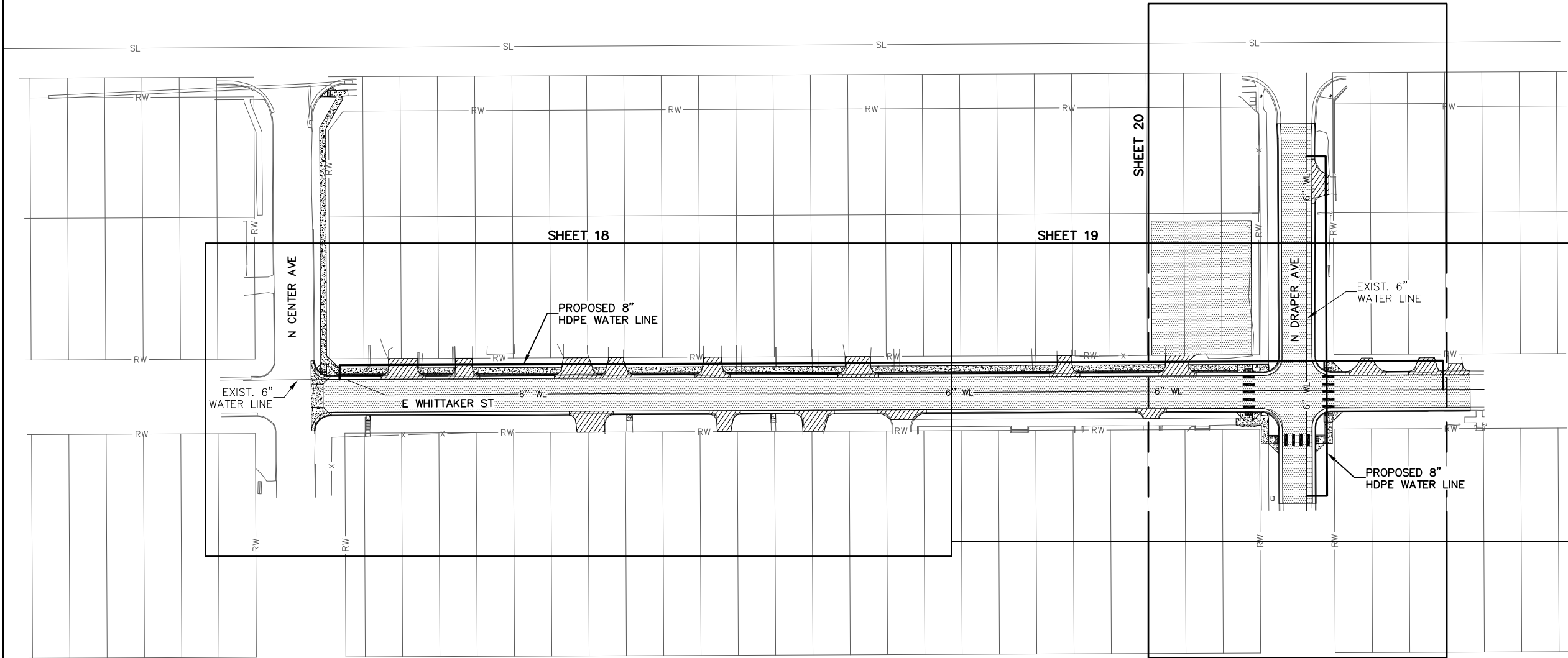
WHITTAKER STREET
REHABILITATION

SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING SERVICES DEPARTMENT

PLANS AND ESTIMATES
PREPARED BY: HOLLOWAY, UPDIKE + BELLEN, Inc.
905-A S 9TH STREET
BROKEN ARROW, OKLAHOMA 74012

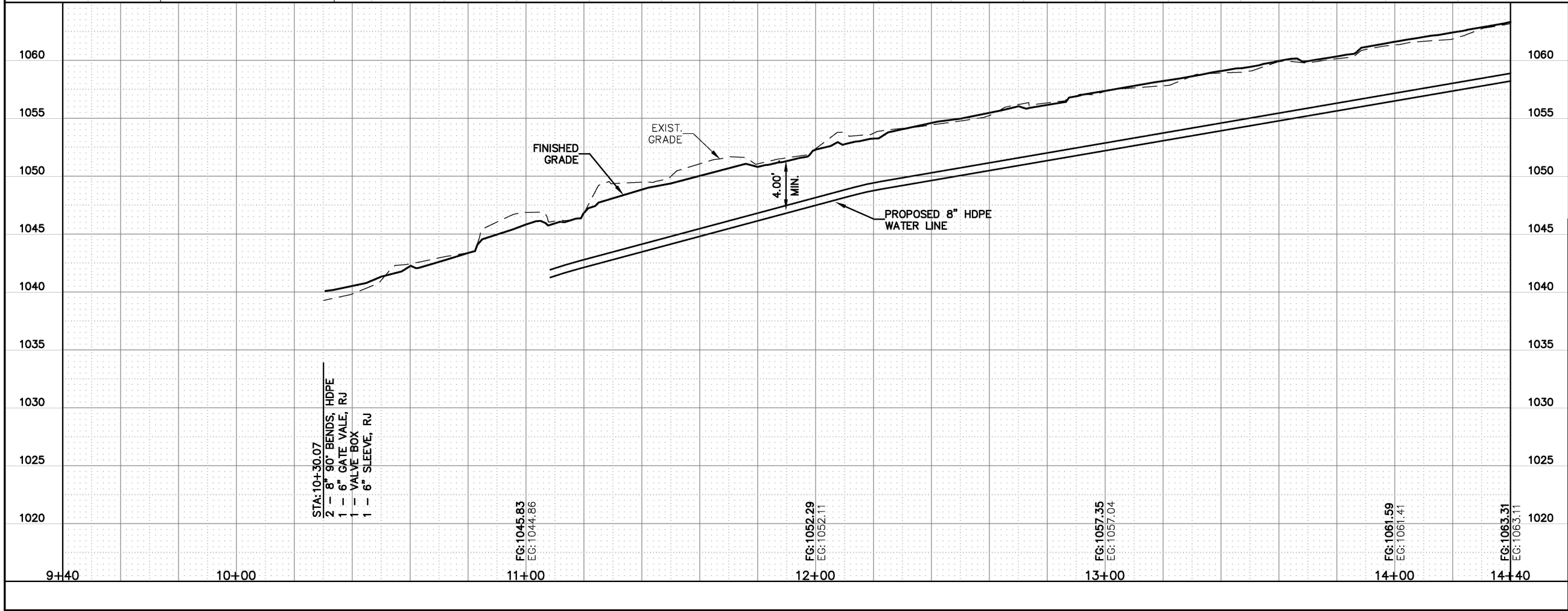
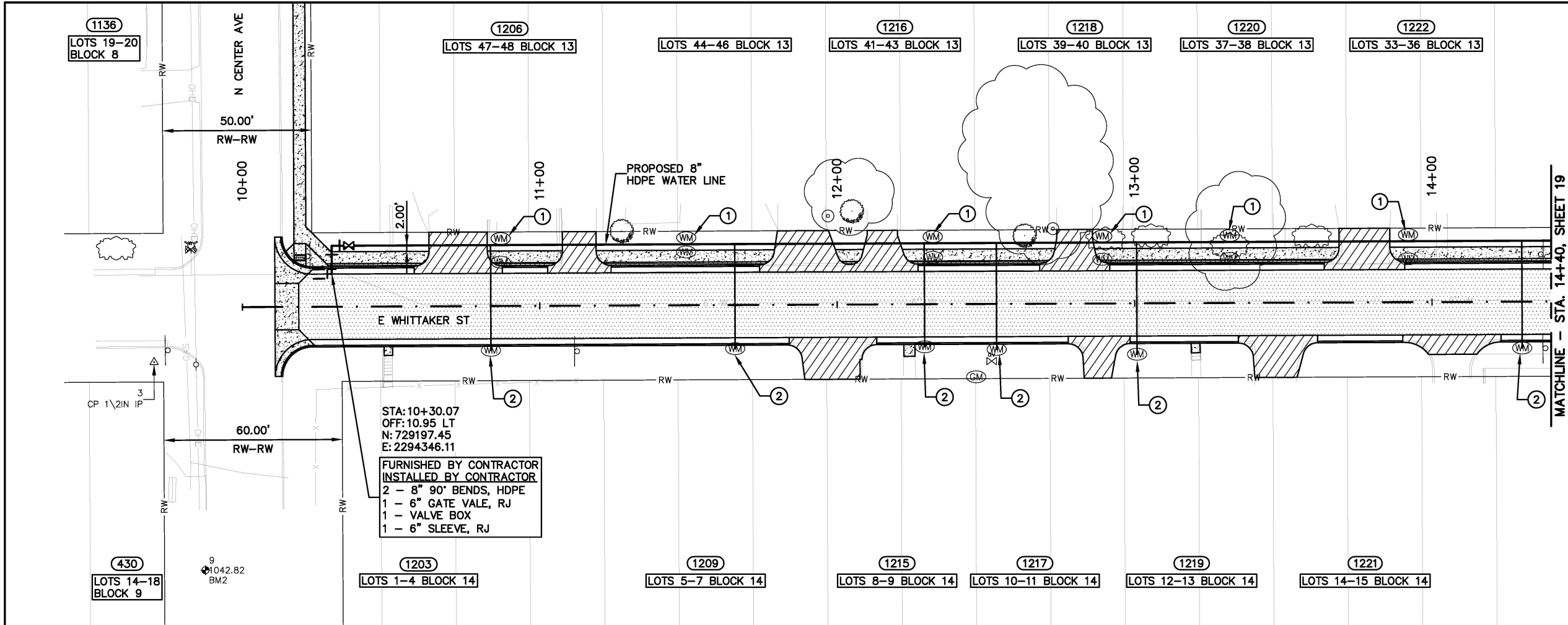
PLAN SCALE: 1"=10'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 16 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\Key Map Water.dwg, 4/22/2021 7:53:33 AM



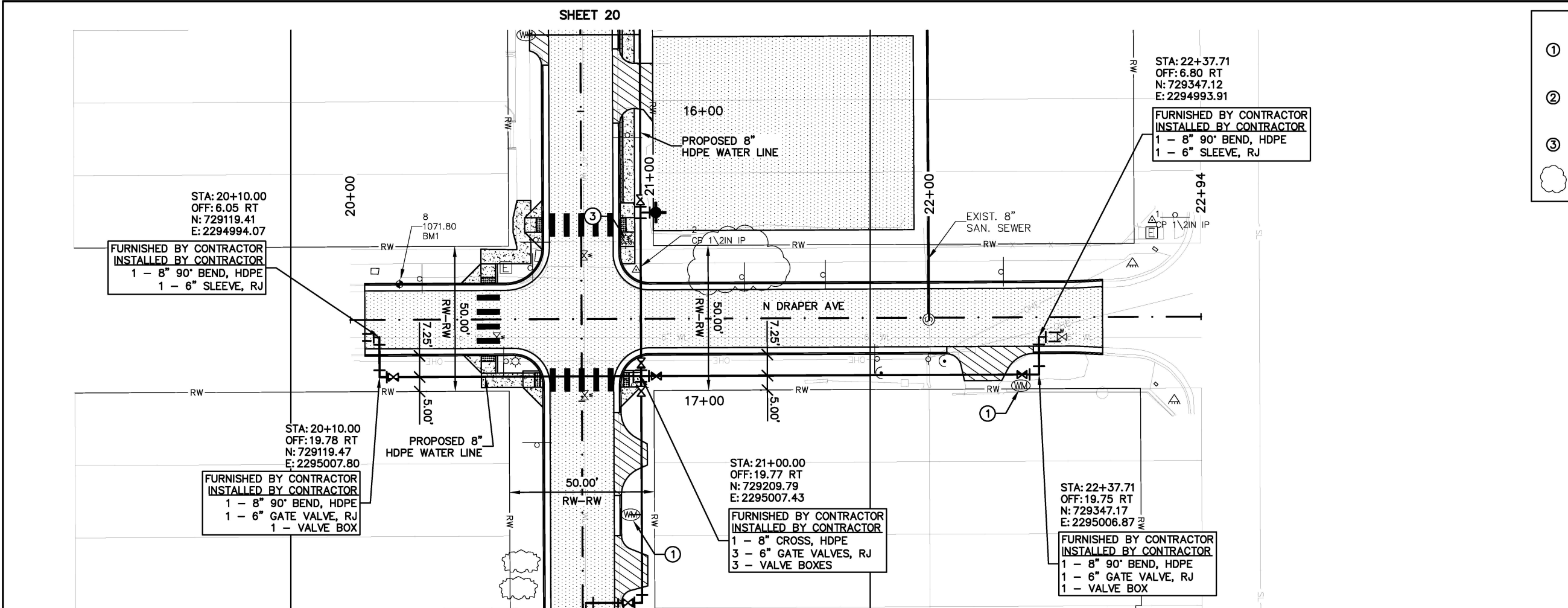
REVISION	BY	DATE
KEY MAP WATER		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012
PLAN SCALE: 1"=40'	DRAWN	PGM
	DESIGNED	DAS
	SURVEY	
PROFILE SCALE:	PROJ. MGR.	
HORIZONTAL:	LEAD ENGR.	
	FIELD MGR.	
VERTICAL:	RECOMMENDED:	
	DESIGN MANAGER	
		DATE: 2021
		SHEET 17 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\Water Site.dwg, 4/22/2021 7:53:41 AM

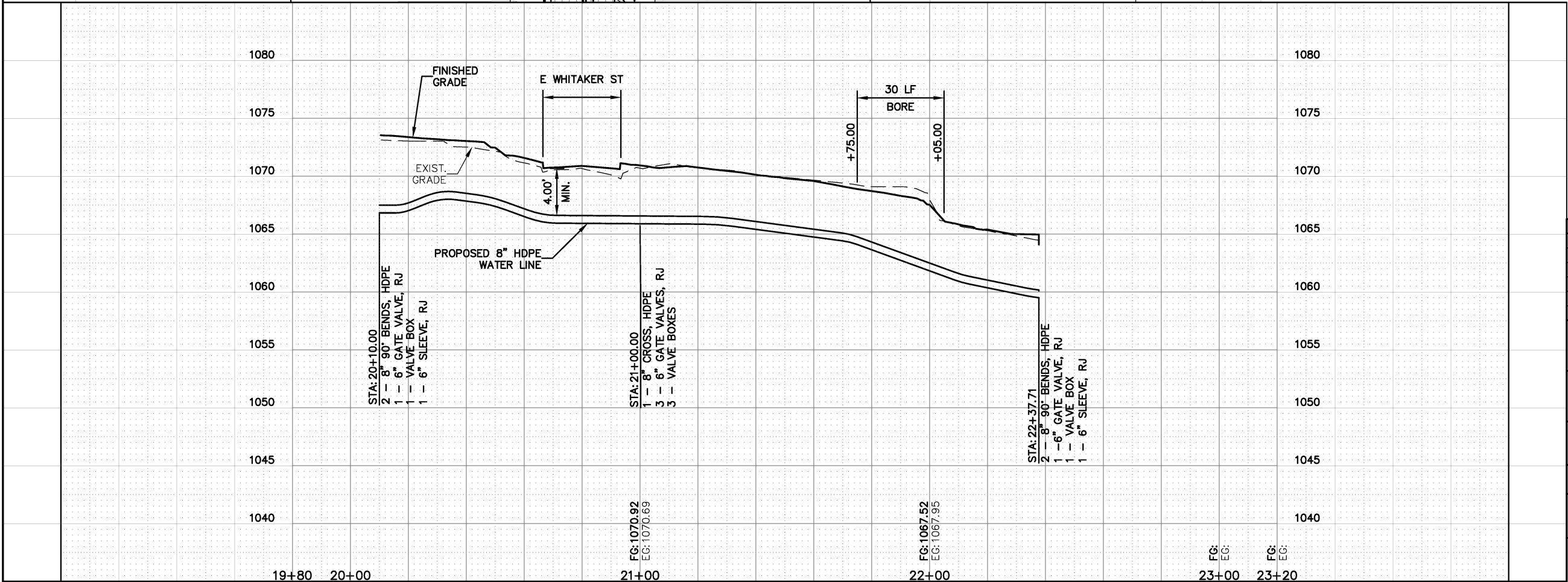
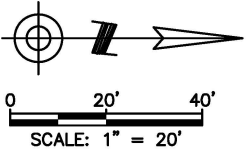


REVISION	BY	DATE
PROPOSED WATER LINE PLAN AND PROFILE (1)		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:  HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012		
PLAN 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: 2021 SHEET 18 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whitaker Street\Design\Production Plans\Water Site.dwg, 4/22/2021 7:53:46 AM



- KEYED NOTES & LEGEND**
- RELOCATE/RECONNECT EXISTING WATER METER TO PROPOSED WATER LINE AND INSTALL NEW WATER SERVICE LINE (SHORT SERVICE).
 - RECONNECT EXISTING WATER METER TO PROPOSED WATER LINE AND INSTALL NEW WATER SERVICE LINE AND CROSSING (LONG SERVICE).
 - REMOVE EXISTING HYDRANT.
- TREE CANOPY LINE



REVISION	BY	DATE

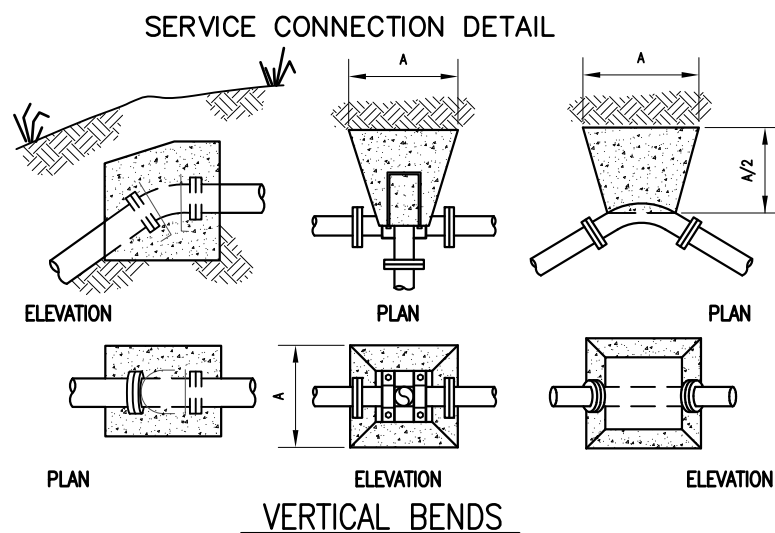
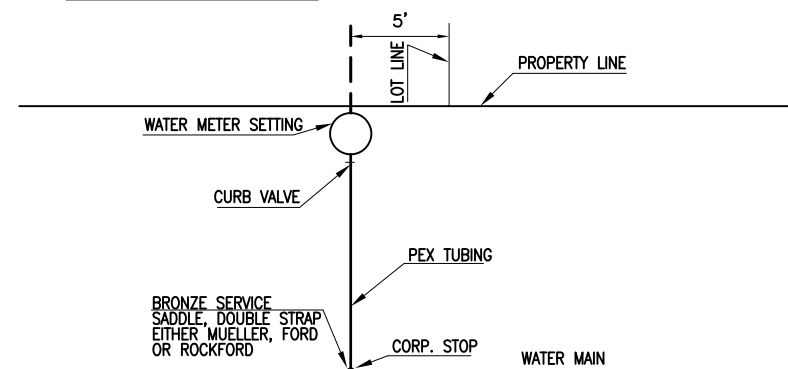
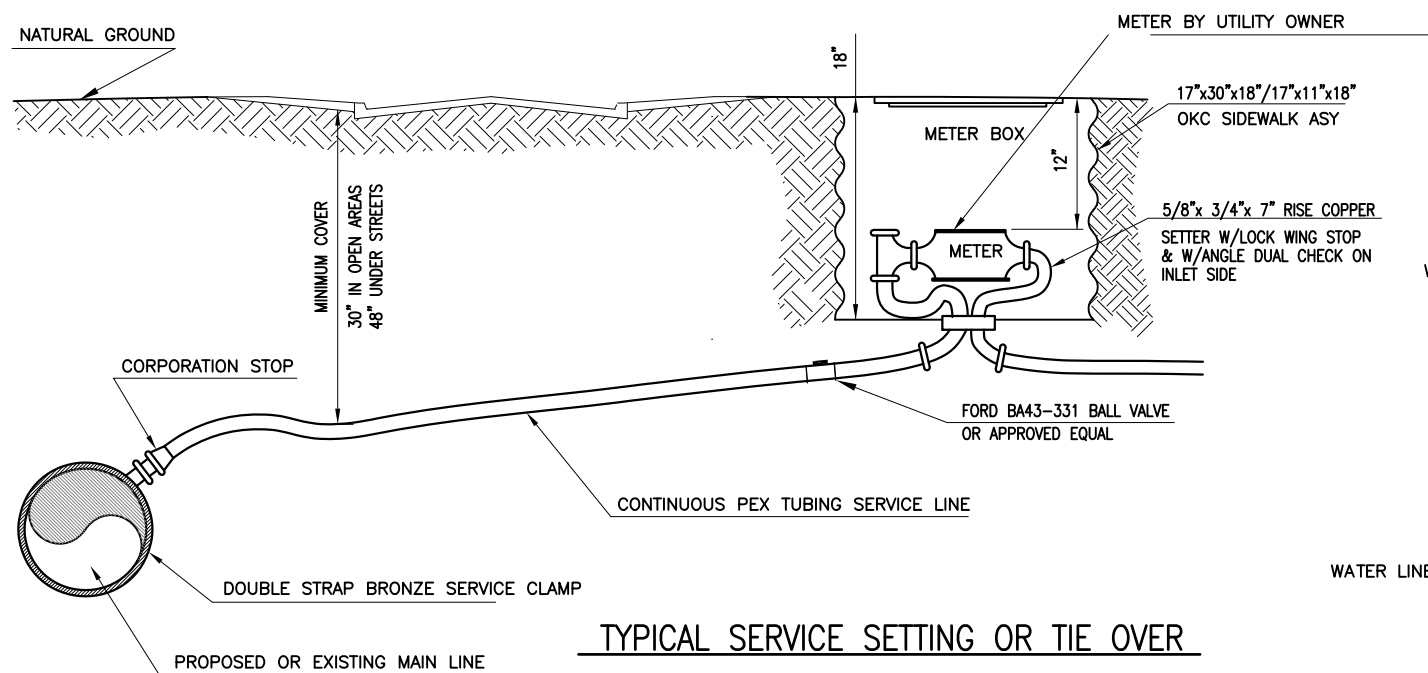
**PROPOSED WATER LINE
PLAN AND PROFILE (3)**

**WHITTAKER STREET
REHABILITATION**

**SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING SERVICES DEPARTMENT**

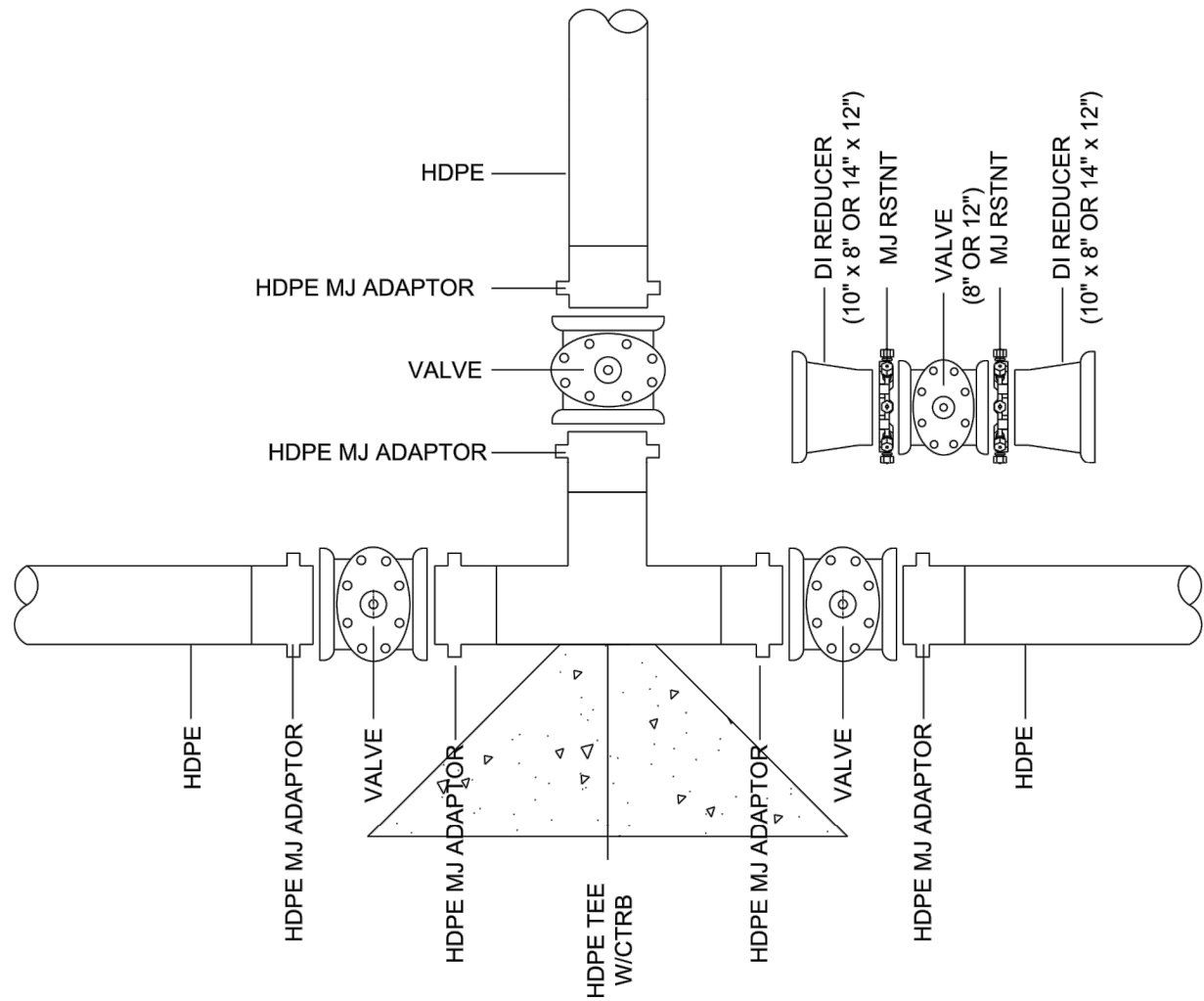
PLANS AND ESTIMATES
PREPARED BY: **HOLLOWAY, UPDIKE + BELLEN, Inc.**
905-A S 9TH STREET
BROKEN ARROW, OKLAHOMA 74012

PLAN SCALE: 1"=20'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
	LEAD ENGR.		
HORIZONTAL: 1"=20'	FIELD MGR.		
	RECOMMENDED:		
	DESIGN MANAGER		
			DATE: 2021
			SHEET 20 OF 26 SHEETS



"A" DIMENSION (FEET)								
FITTINGS	4" - 6"	8" - 10"	12" - 14"	16" - 18"	20" - 24"	36"	48"	60"
90° OR TEE	1.73	2.89	4.04	5.20	6.93	10.39	13.85	17.32
45°	1.28	2.12	2.97	3.82	5.10	7.64	10.19	12.74
22 1/2°	0.91	1.55	2.12	2.73	3.64	5.48	7.28	9.10
11 1/4°	0.65	1.10	1.50	1.93	2.58	3.87	5.16	6.45

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\HDPE Details.dwg, 4/22/2021 7:57:30 AM



HDPE TEE (HDPE MAIN / HDPE BRANCH)

WHEN HDPE MAIN IS CONNECTED TO DI FITTING, USE HDPE MJ ADAPTER AND DI REDUCER AS NECESSARY TO MAKE CONNECTION.

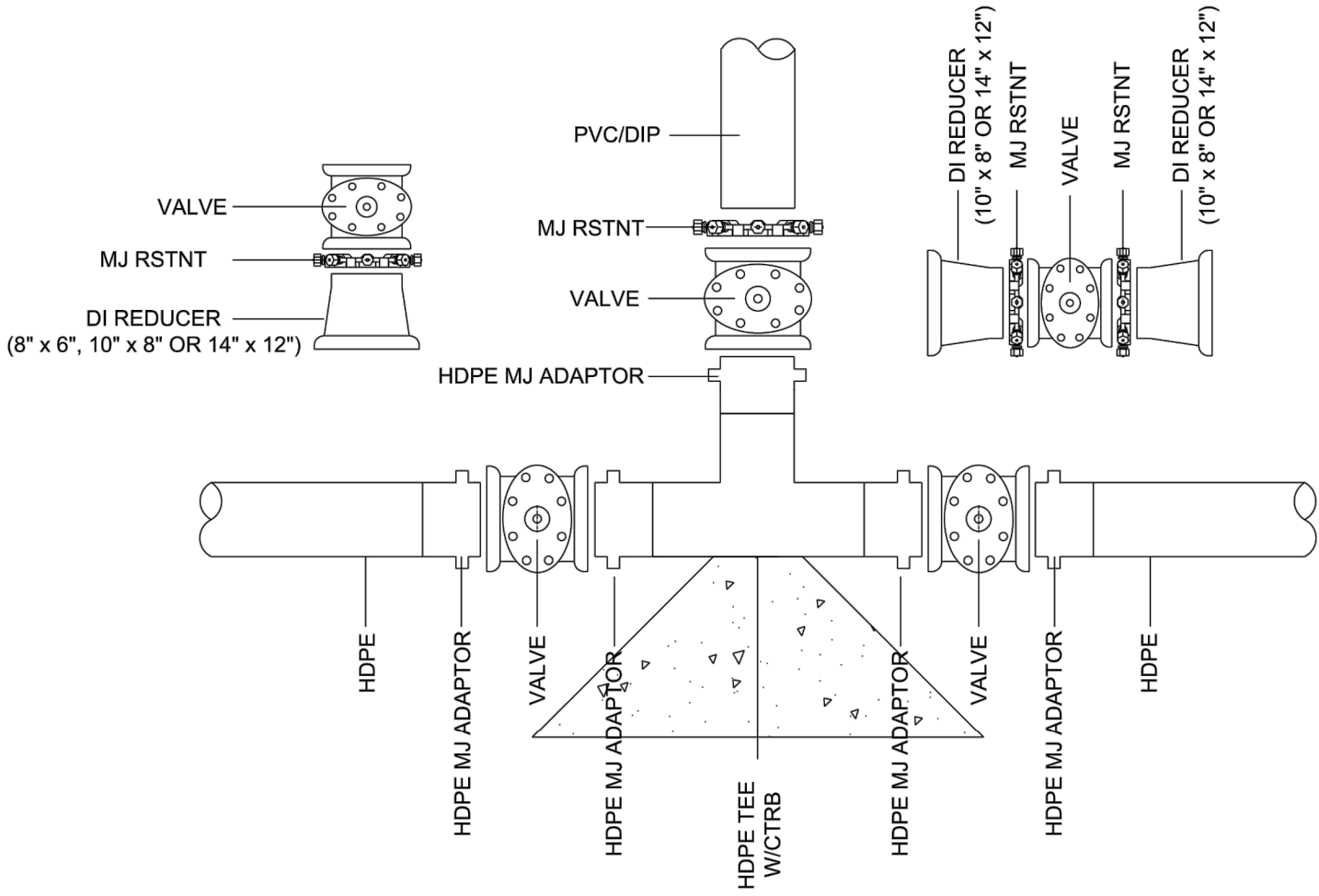
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" x 6" DI REDUCER AND 6" GATE VALVE, OR USE 8" GATE VALVE

WHEN HDPE BRANCH IS 10", USE 10" x 8" DI REDUCER AND 8" GATE VALVE.

WHEN HDPE BRANCH IS 12", USE 12" GATE VALVE.

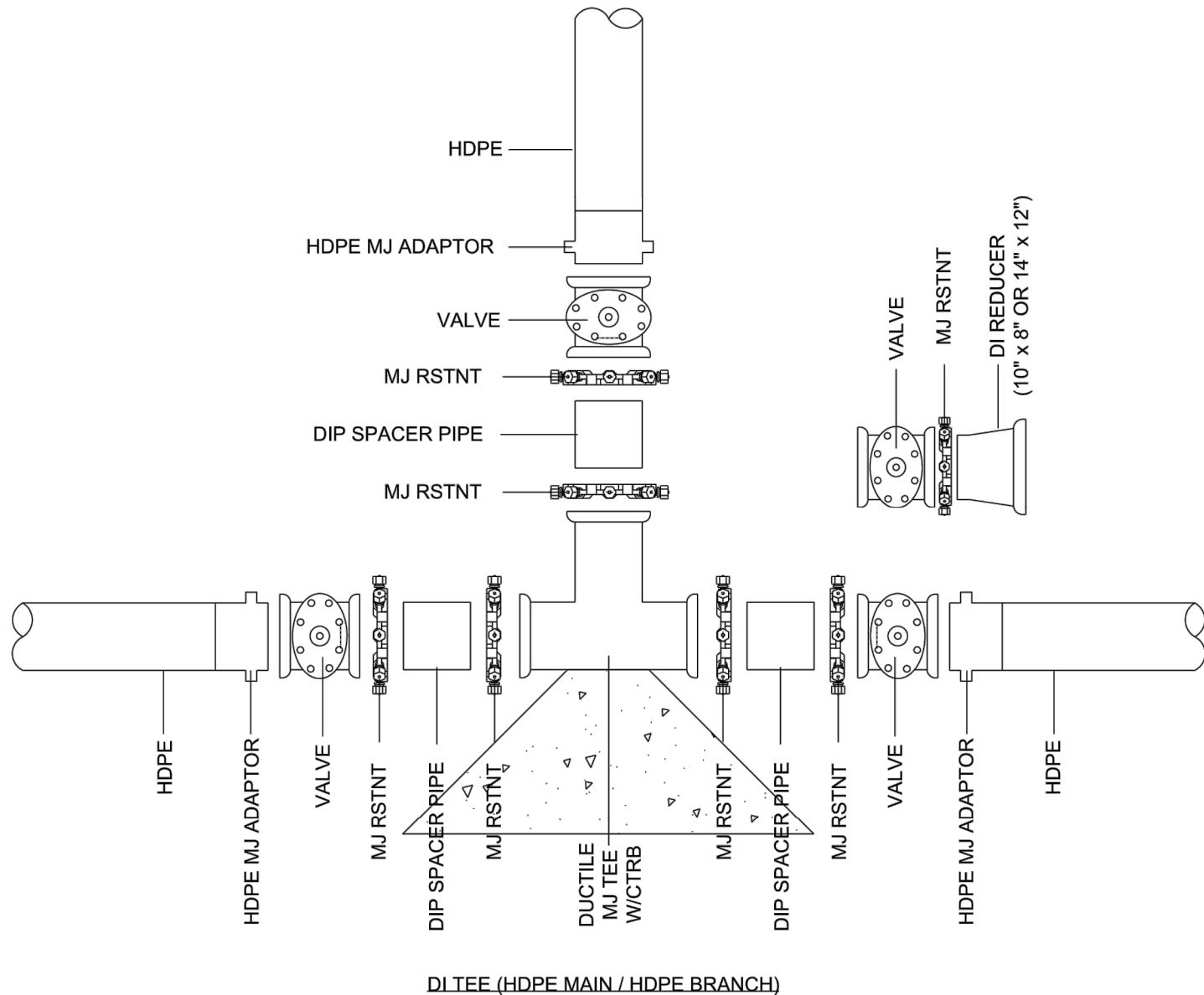
WHEN HDPE BRANCH IS 14", USE 14" x 12" DI REDUCER AND 12" GATE VALVE.



HDPE TEE (HDPE MAIN / DIP OR PVC BRANCH)

REVISION		BY	DATE
HDPE STANDARD DETAILS (1)			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 22 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\HDPE Details.dwg, 4/22/2021 7:57:31 AM



WHEN HDPE MAIN IS CONNECTED TO DI FITTING, USE HDPE MJ ADAPTER AND DI REDUCER AS NECESSARY TO MAKE CONNECTION.

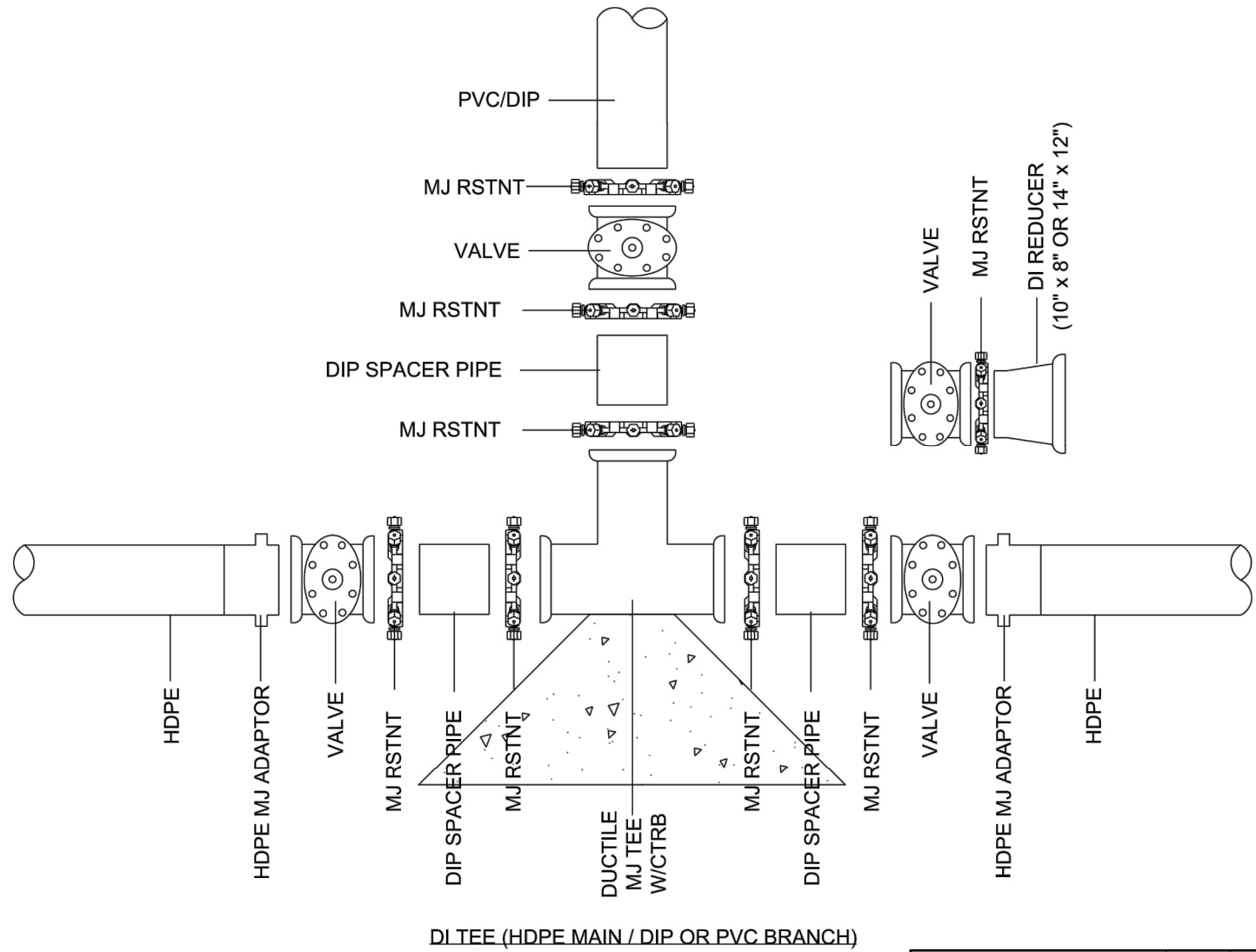
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" x 6" DI REDUCER AND 6" GATE VALVE, OR USE 8" GATE VALVE

WHEN HDPE BRANCH IS 10", USE 10" x 8" DI REDUCER AND 8" GATE VALVE.

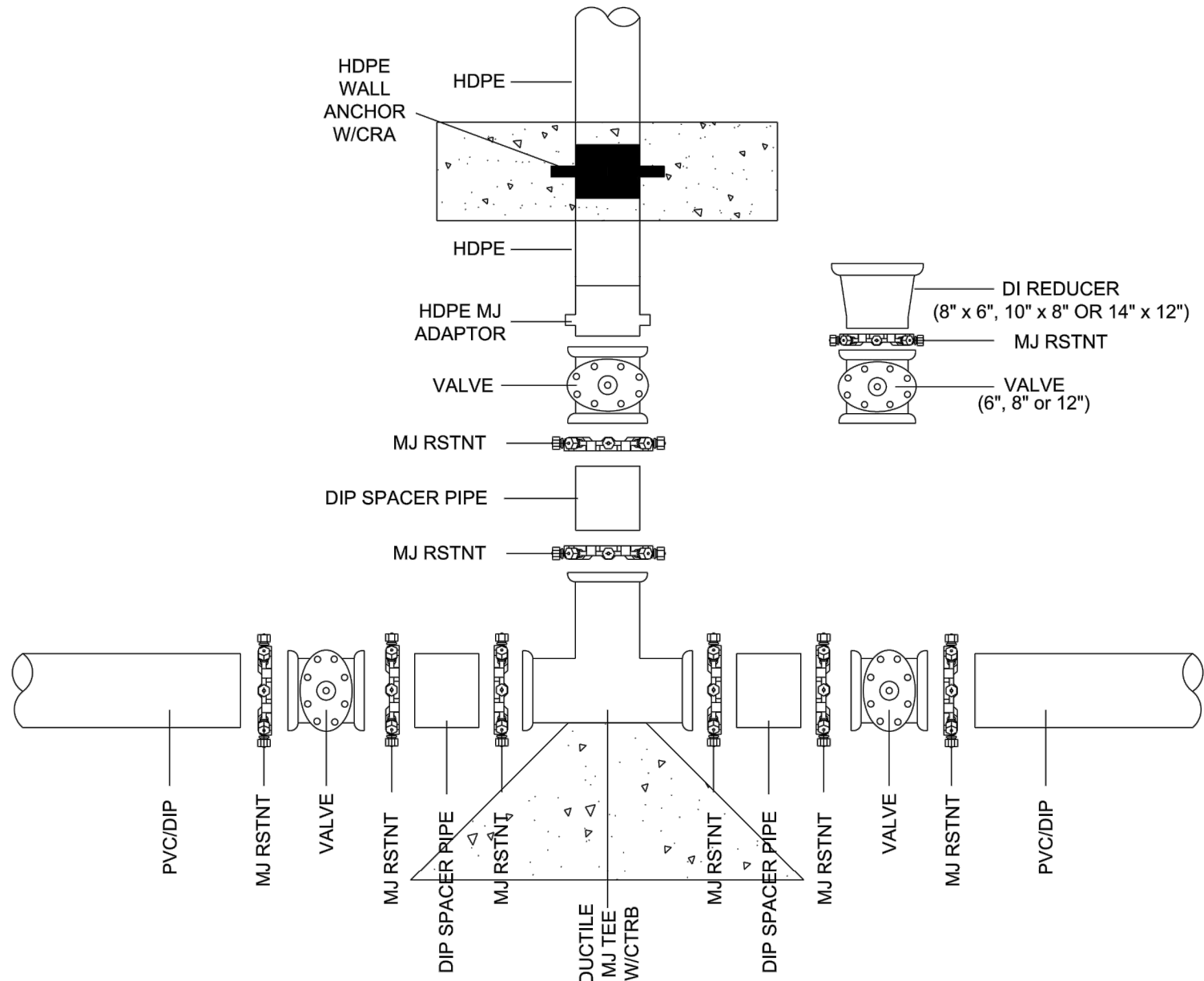
WHEN HDPE BRANCH IS 12", USE 12" GATE VALVE.

WHEN HDPE BRANCH IS 14", USE 14" x 12" DI REDUCER AND 12" GATE VALVE.



REVISION		BY	DATE
HDPE STANDARD DETAILS (2)			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 23 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\HDPE Details.dwg, 4/22/2021 7:57:32 AM



DI TEE (DI MAIN / HDPE BRANCH)

WHEN HDPE MAIN IS CONNECTED TO DI FITTING, USE HDPE MJ ADAPTER AND DI REDUCER AS NECESSARY TO MAKE CONNECTION.

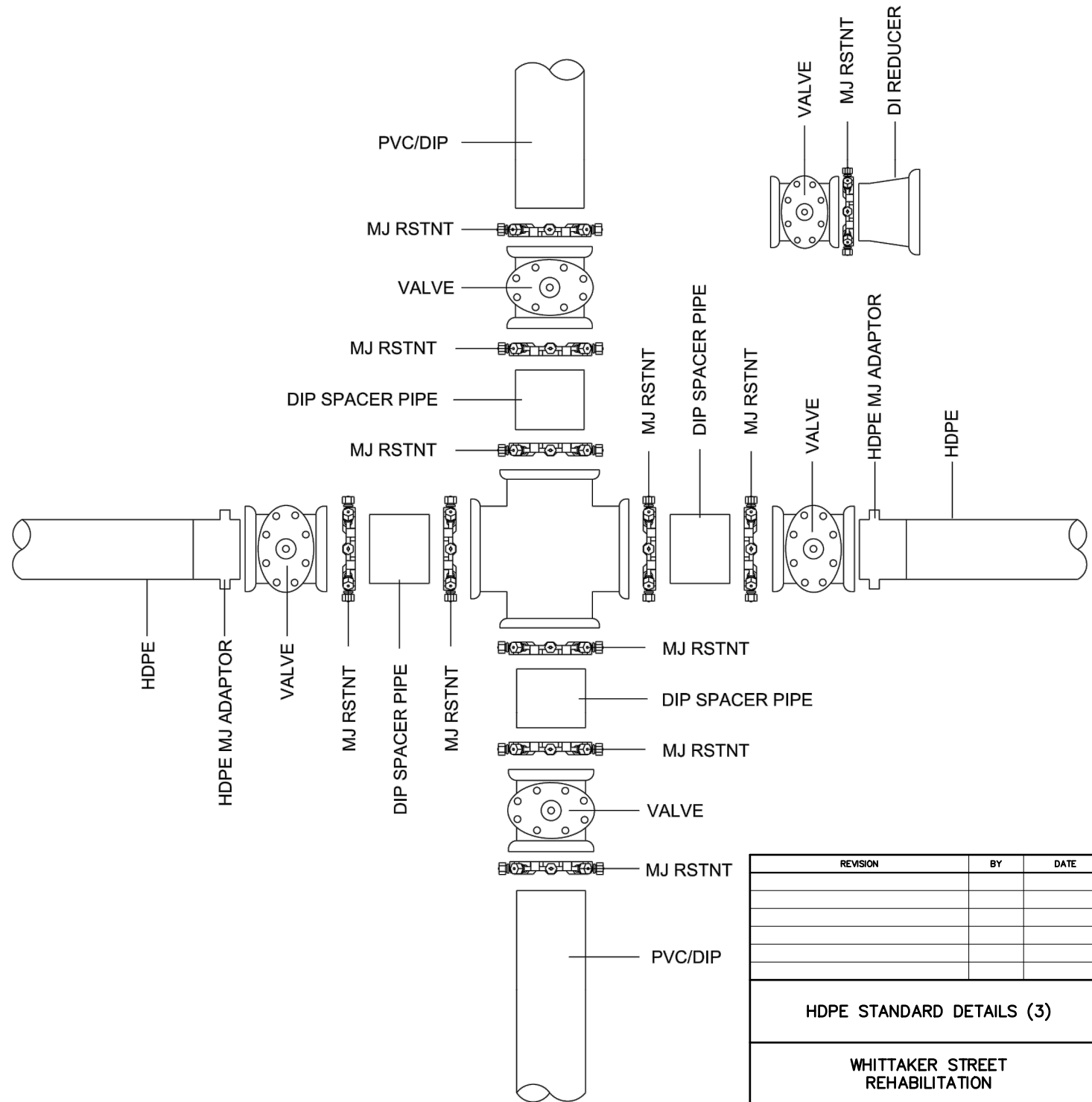
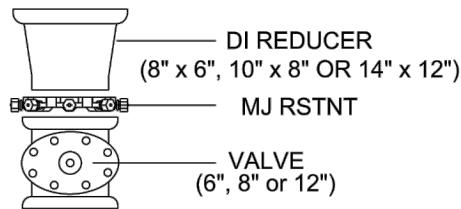
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" x 6" DI REDUCER AND 6" GATE VALVE, OR USE 8" GATE VALVE

WHEN HDPE BRANCH IS 10", USE 10" x 8" DI REDUCER AND 8" GATE VALVE.

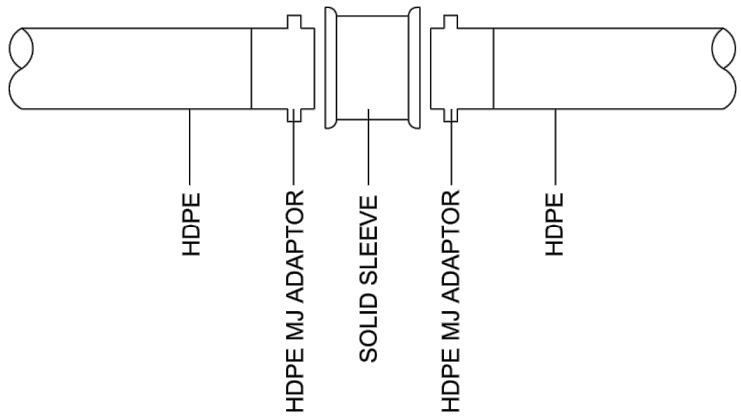
WHEN HDPE BRANCH IS 12", USE 12" GATE VALVE.

WHEN HDPE BRANCH IS 14", USE 14" x 12" DI REDUCER AND 12" GATE VALVE.

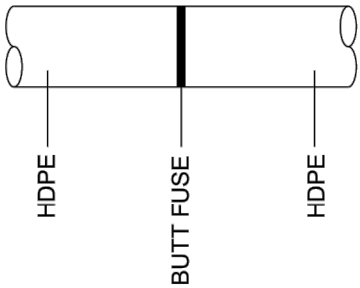


DI CROSS (HDPE MAIN / DIP OR PVC MAIN)

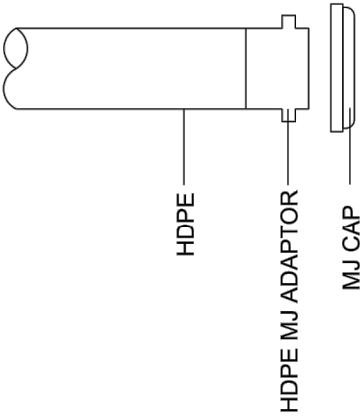
REVISION		BY	DATE
HDPE STANDARD DETAILS (3)			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 24 OF 26 SHEETS



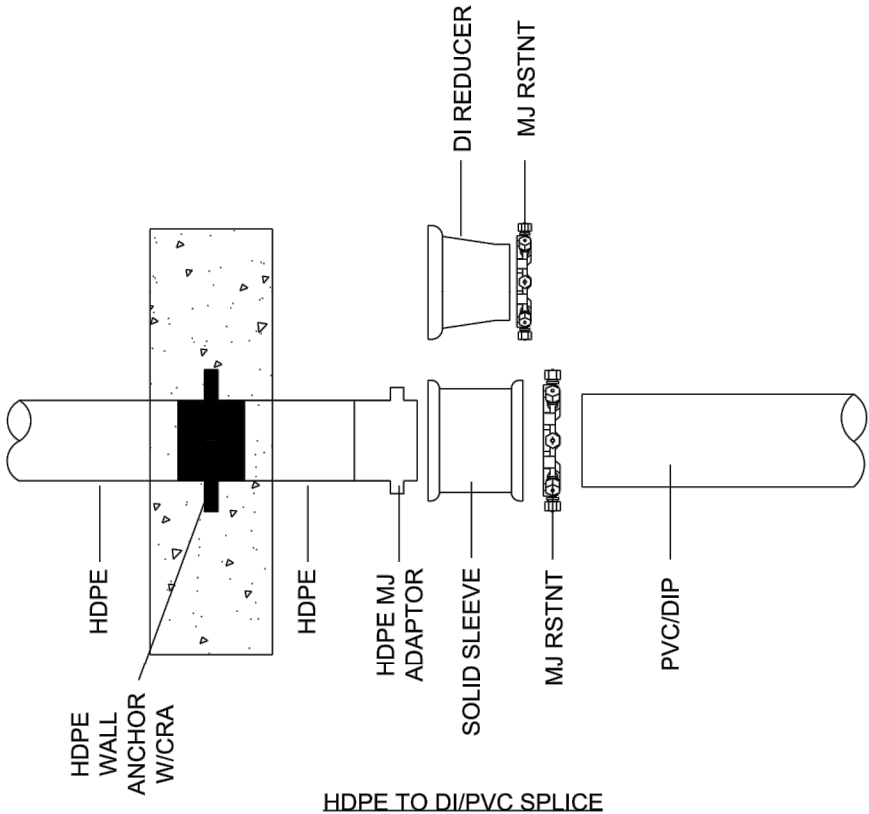
HDPE TO HDPE DI SPLICE



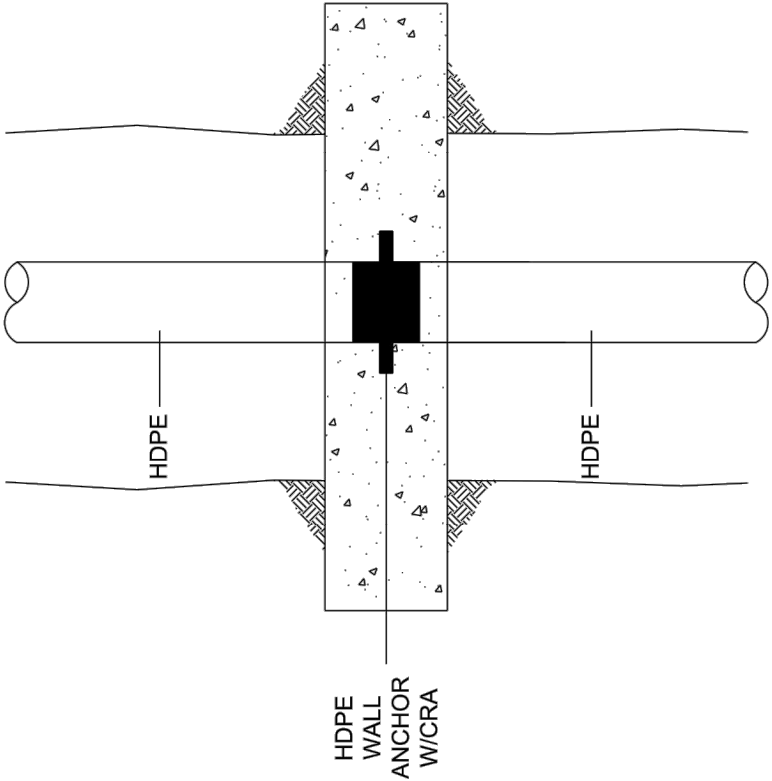
HDPE TO HDPE BUTT FUSE



HDPE TO HDPE BUTT FUSE



HDPE TO DI/PVC SPLICE



HDPE WALL ANCHOR

REVISION	BY	DATE

HDPE STANDARD DETAILS (4)

WHITTAKER STREET
REHABILITATION

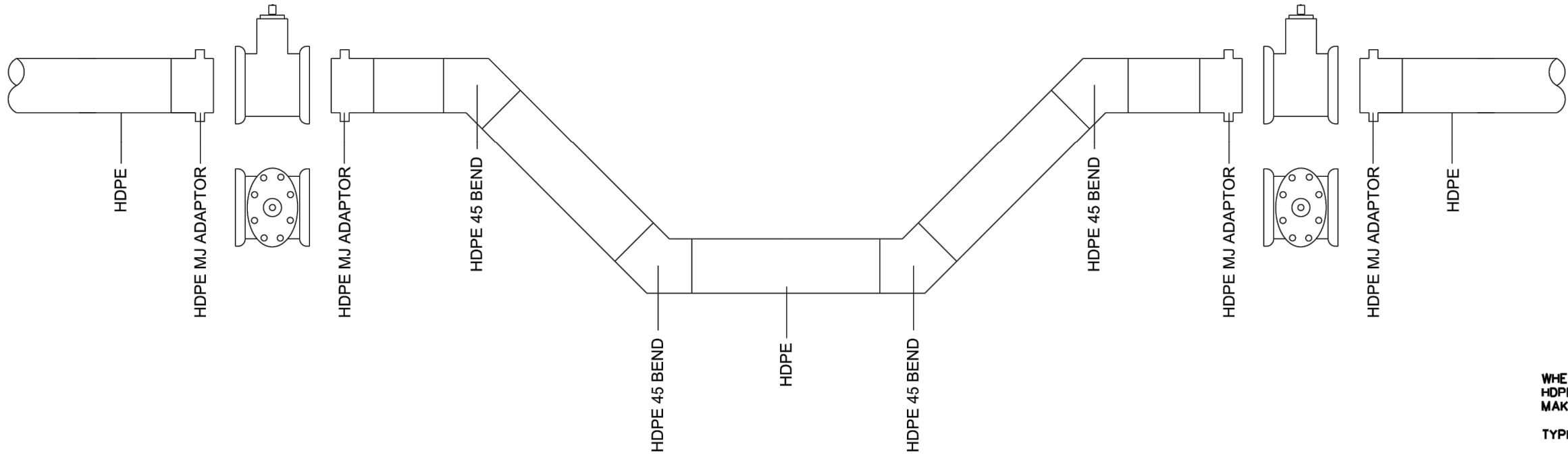
SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING SERVICES DEPARTMENT

PLANS AND ESTIMATES
PREPARED BY:  **HOLLOWAY, UPDIKE + BELLEN, Inc.**
905-A S 9TH STREET
BROKEN ARROW, OKLAHOMA 74012

PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
	LEAD ENGR.		
HORIZONTAL:	FIELD MGR.		
	RECOMMENDED:		
VERTICAL:	DESIGN MANAGER		

DATE: 2021
SHEET 25 OF 26 SHEETS

Z:\Projects\2020\20SHAWWHITST Shawnee Whittaker Street\Design\Production Plans\HDPE Details.dwg, 4/22/2021 7:57:33 AM



HDPE HORIZONTAL / VERTICAL REALIGNMENT USING FITTINGS

WHEN HDPE MAIN IS CONNECTED TO DI FITTING, USE HDPE MJ ADAPTOR AND DI REDUCER AS NECESSARY TO MAKE CONNECTION.

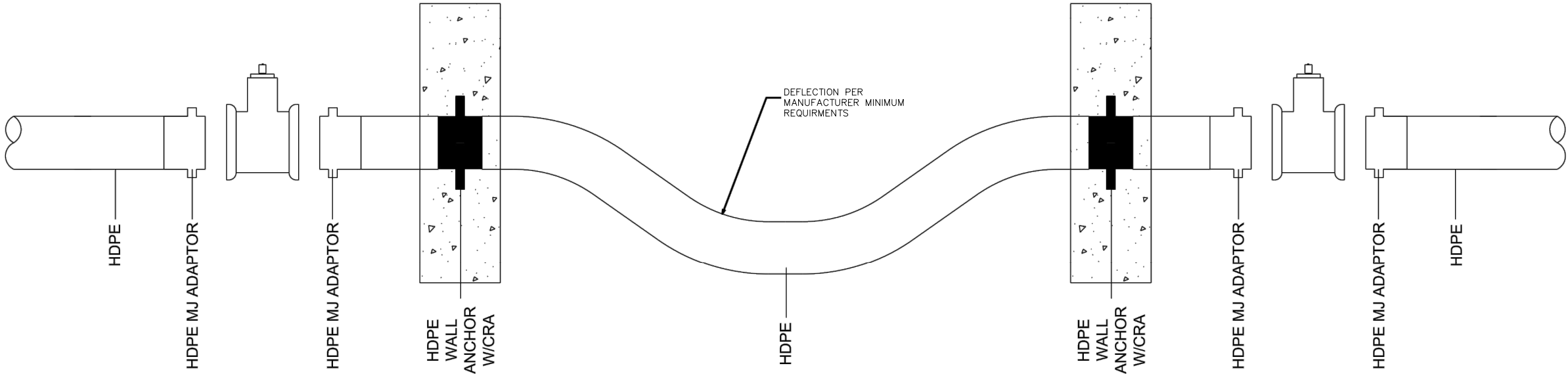
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" x 6" DI REDUCER AND 6" GATE VALVE, OR USE 8" GATE VALVE

WHEN HDPE BRANCH IS 10", USE 10" x 8" DI REDUCER AND 8" GATE VALVE.

WHEN HDPE BRANCH IS 12", USE 12" GATE VALVE.

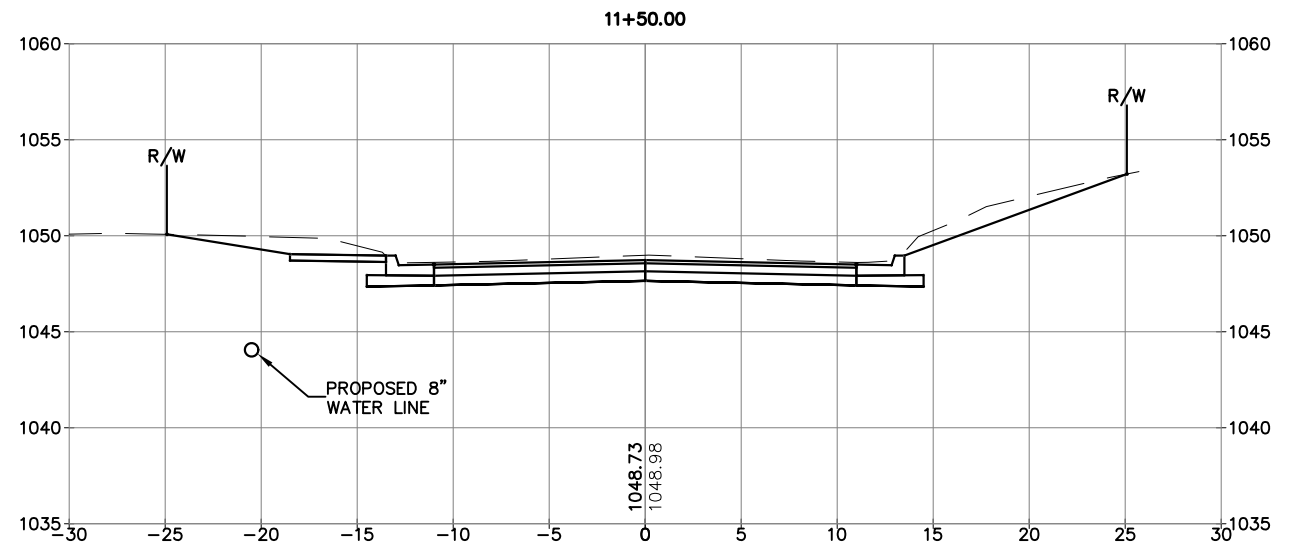
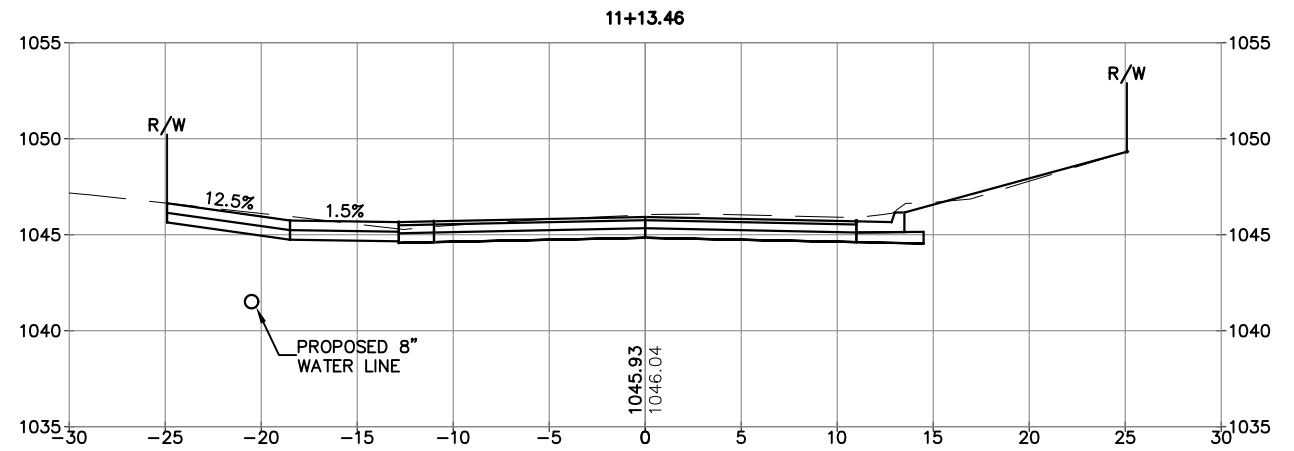
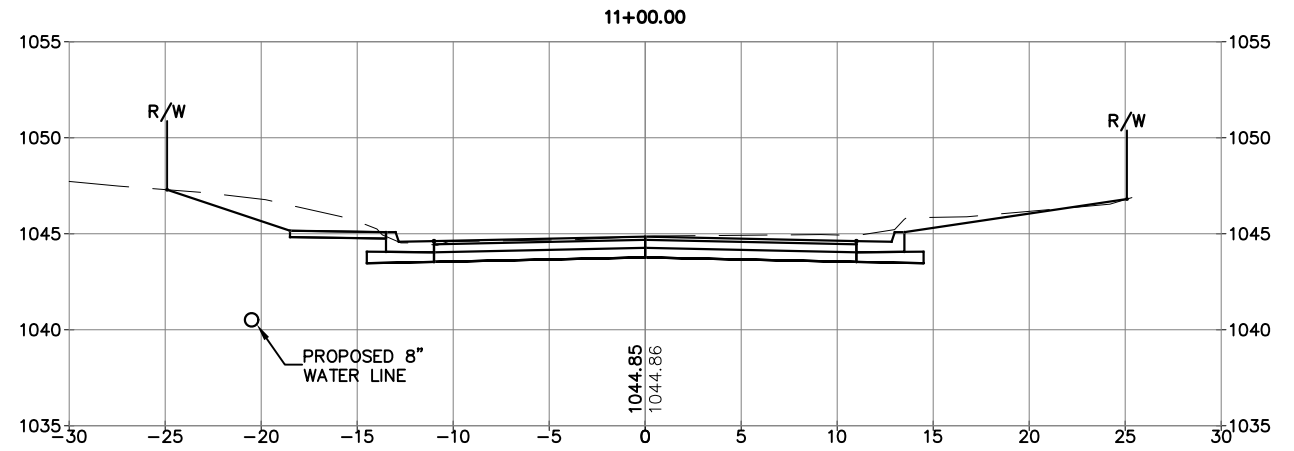
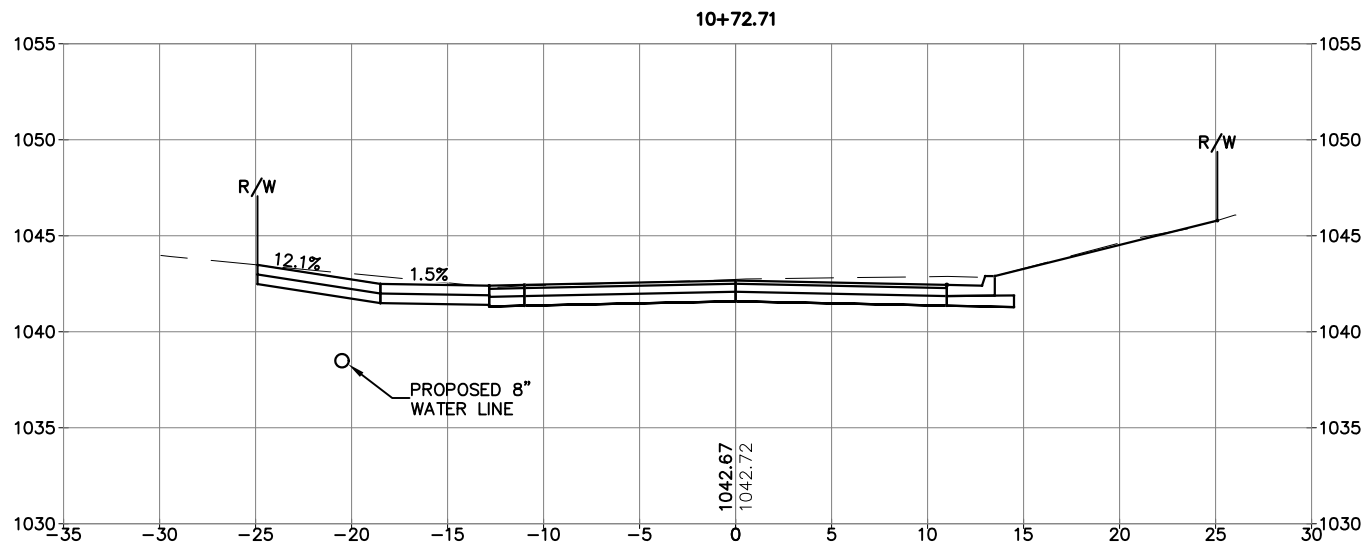
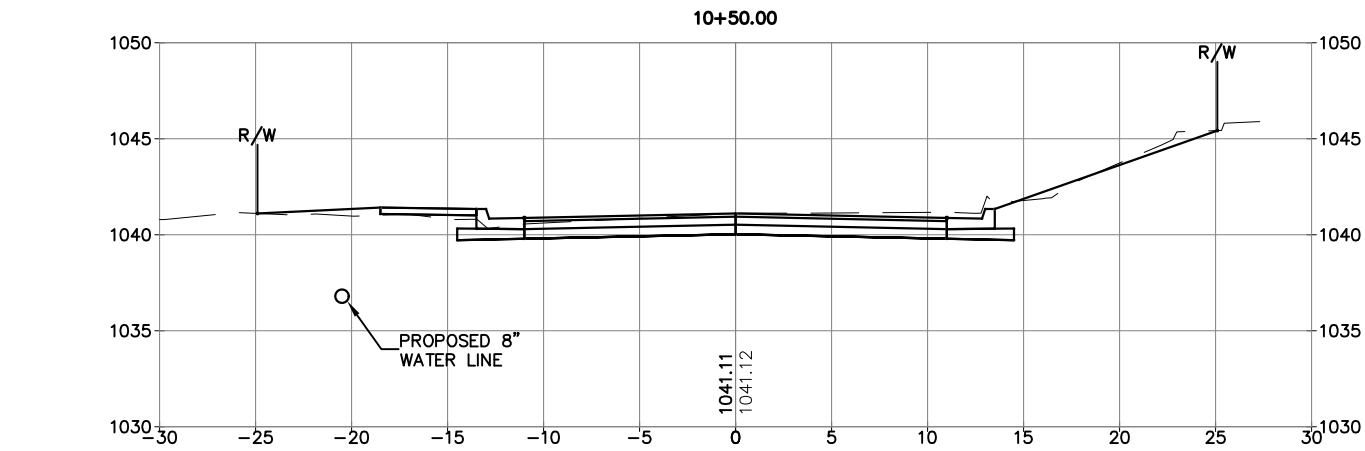
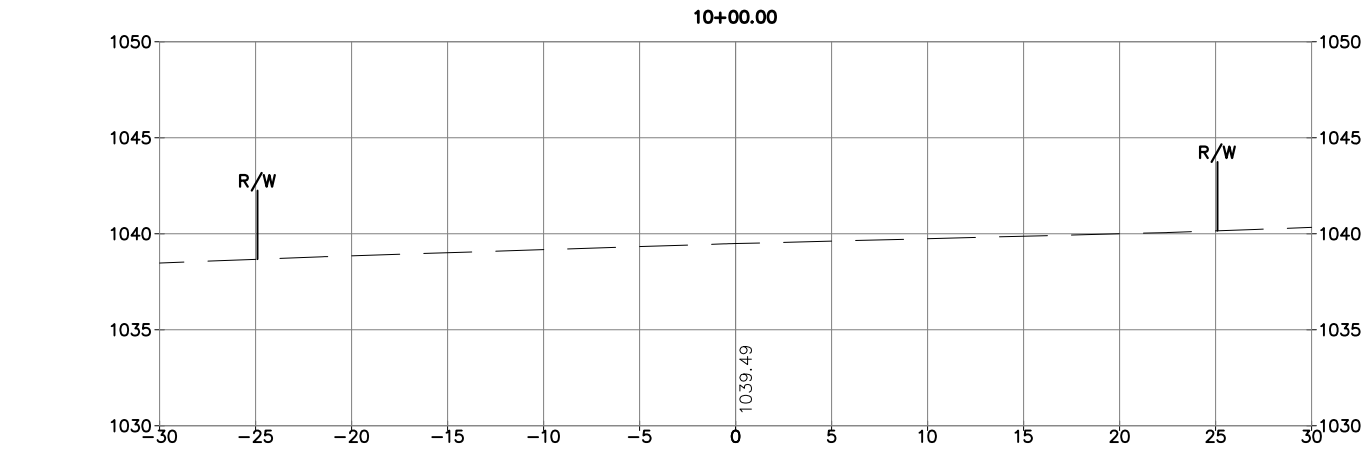
WHEN HDPE BRANCH IS 14", USE 14" x 12" DI REDUCER AND 12" GATE VALVE.



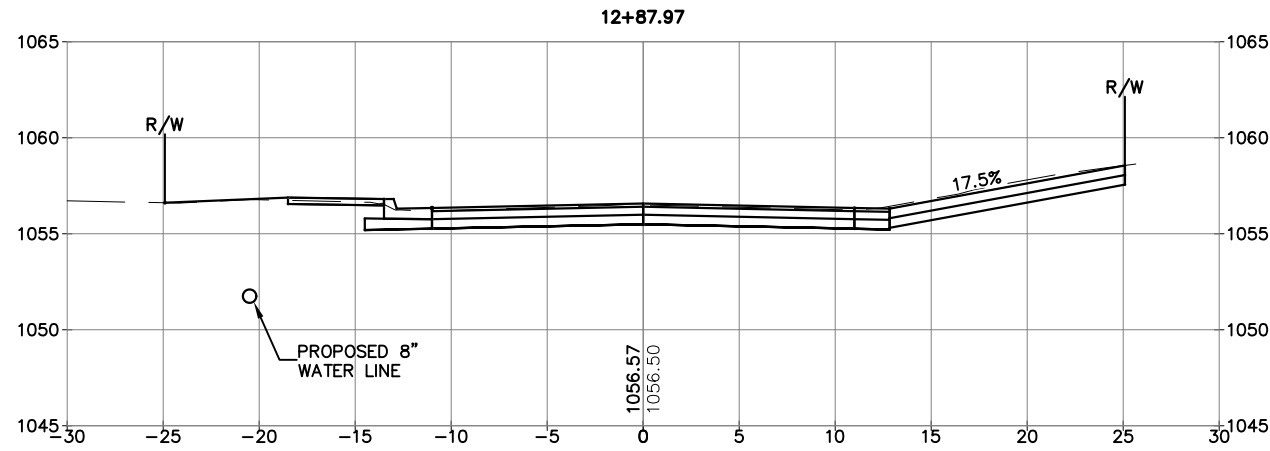
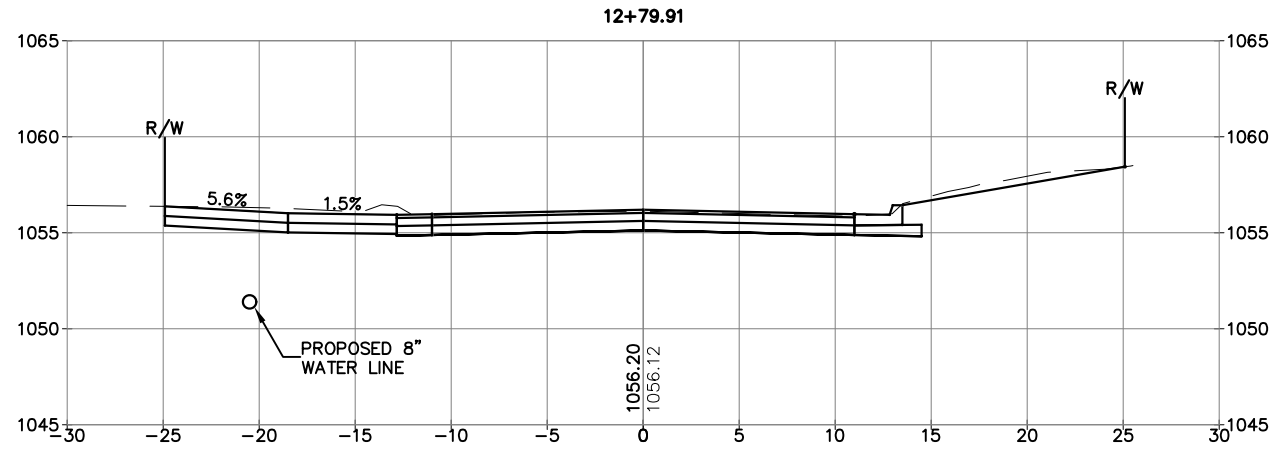
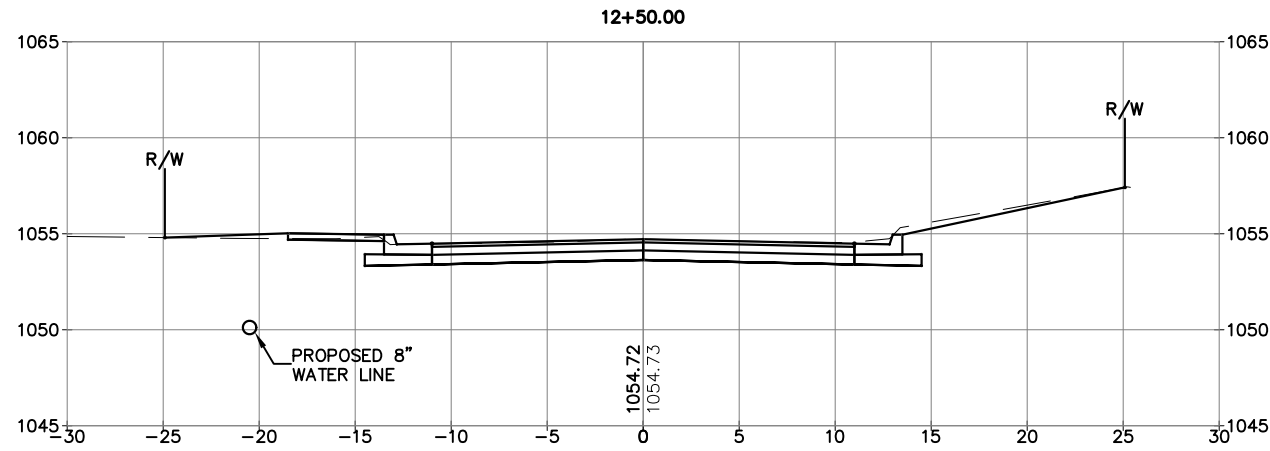
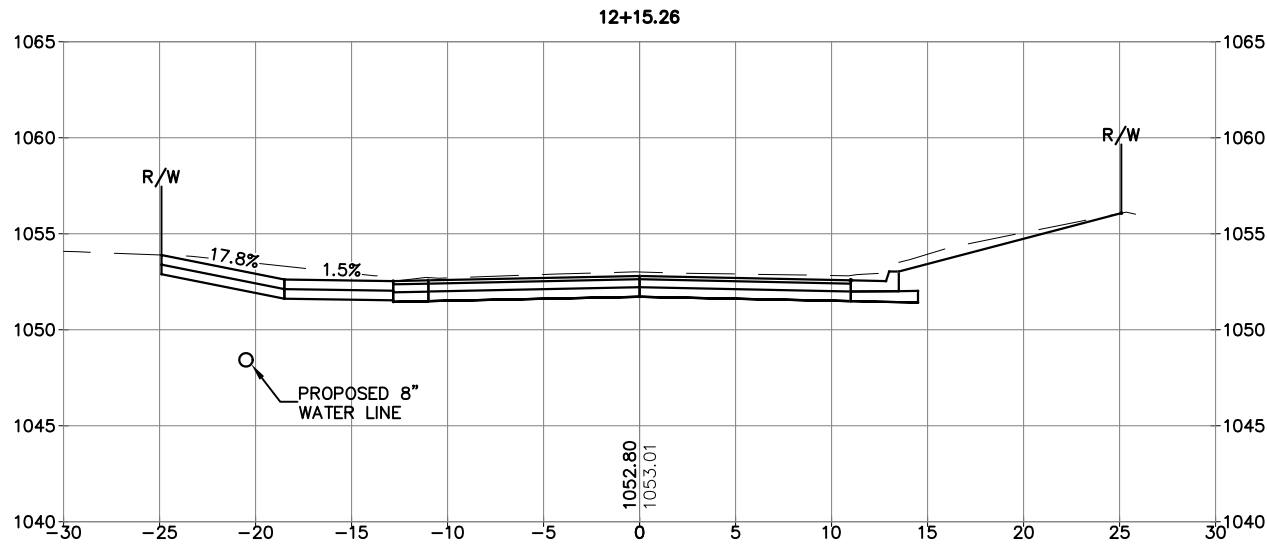
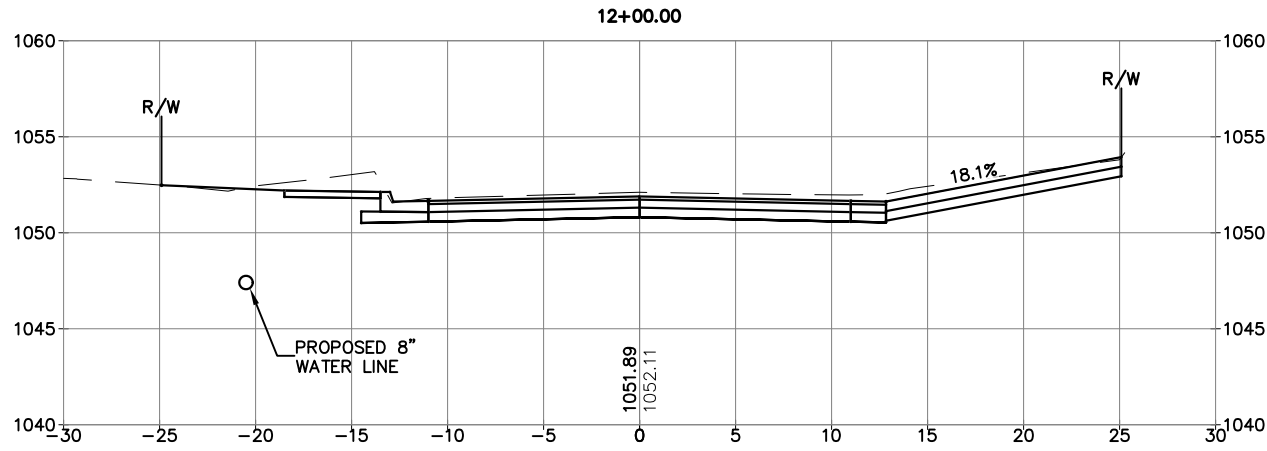
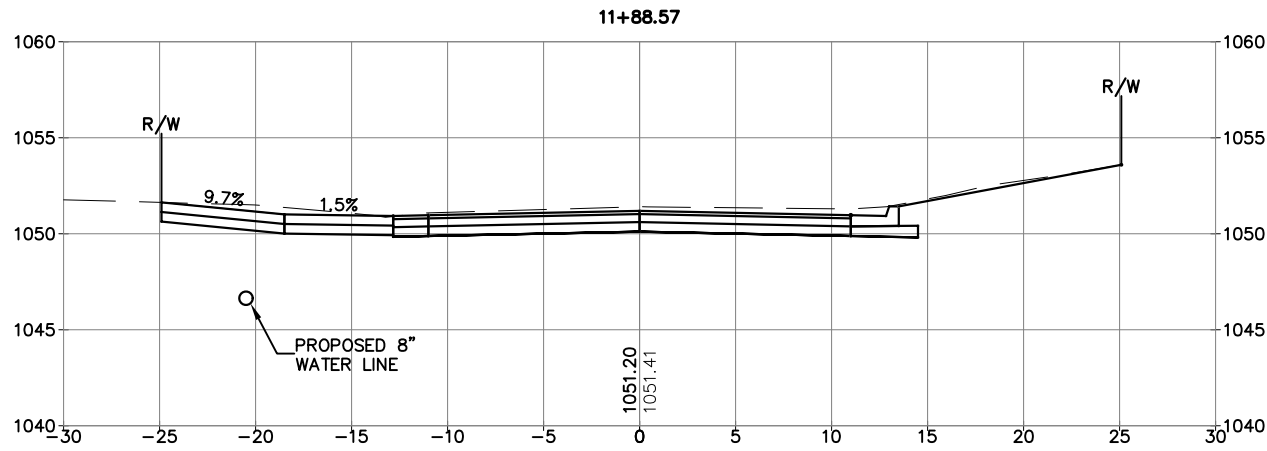
HDPE VERTICAL/HORIZONTAL REALIGNMENT USING DEFLECTION

REVISION		BY	DATE
HDPE STANDARD DETAILS (5)			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UFDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 26 OF 26 SHEETS

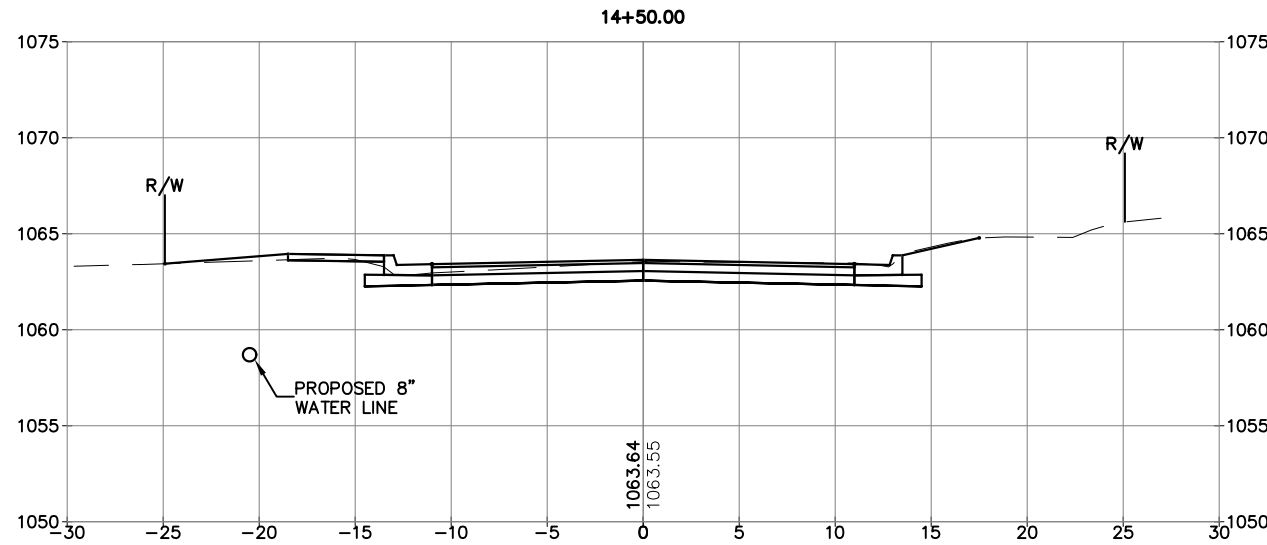
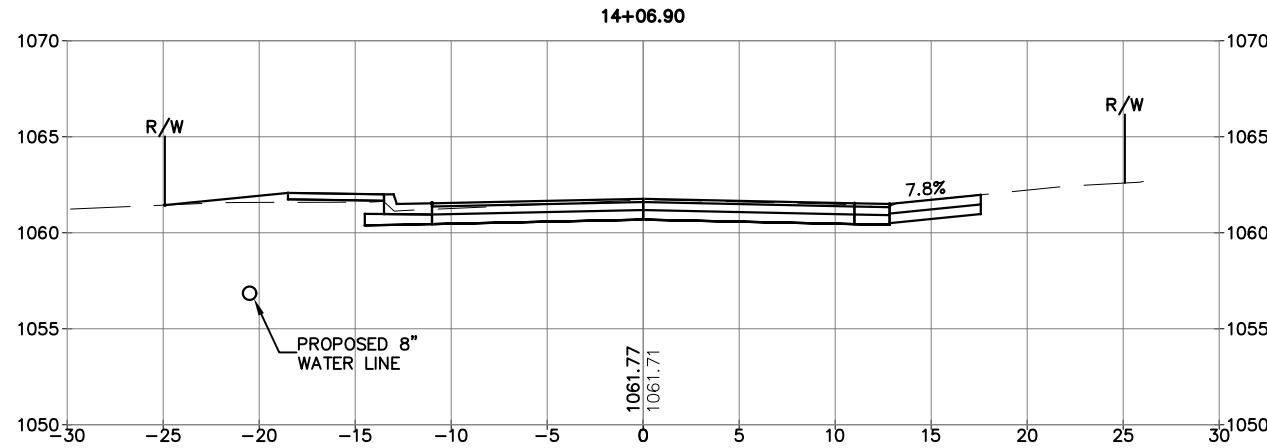
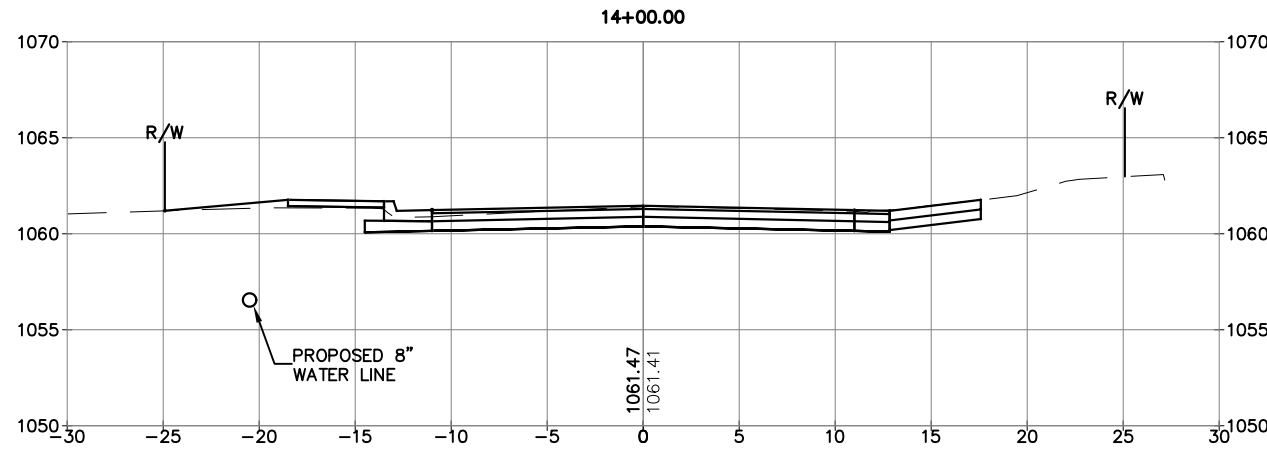
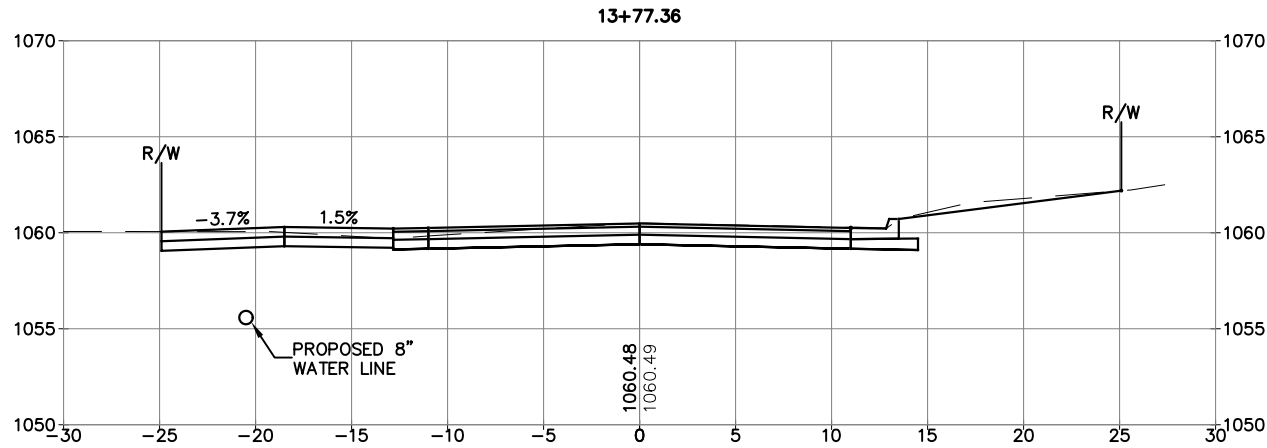
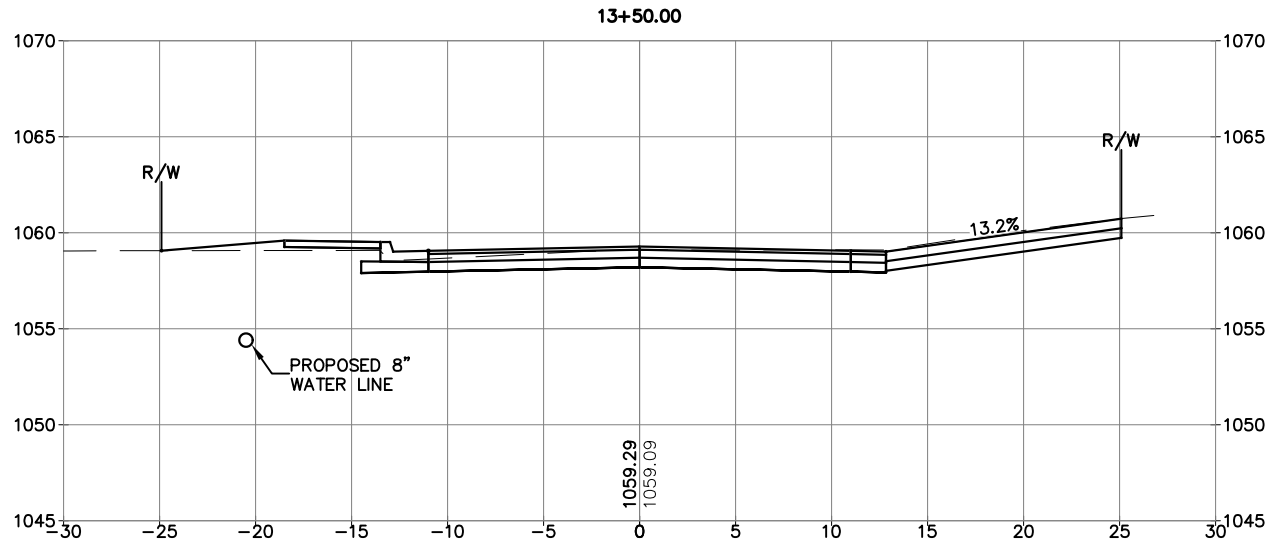
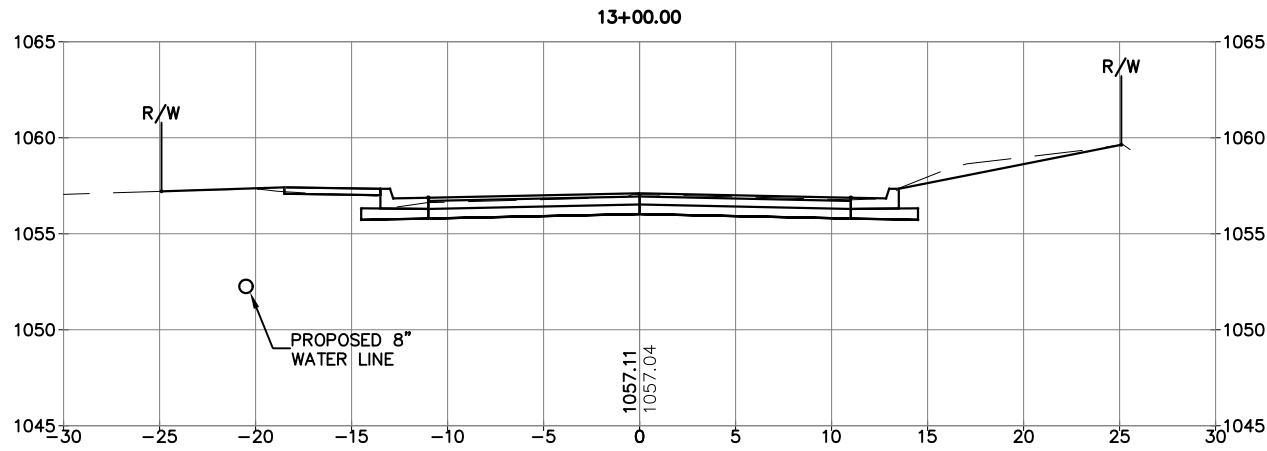
Z:\Projects\2020\20SHAWHITST Shawnee Whitaker Street\Design\Production Plans\Whittaker St.dwg, 4/21/2021 7:27:16 AM



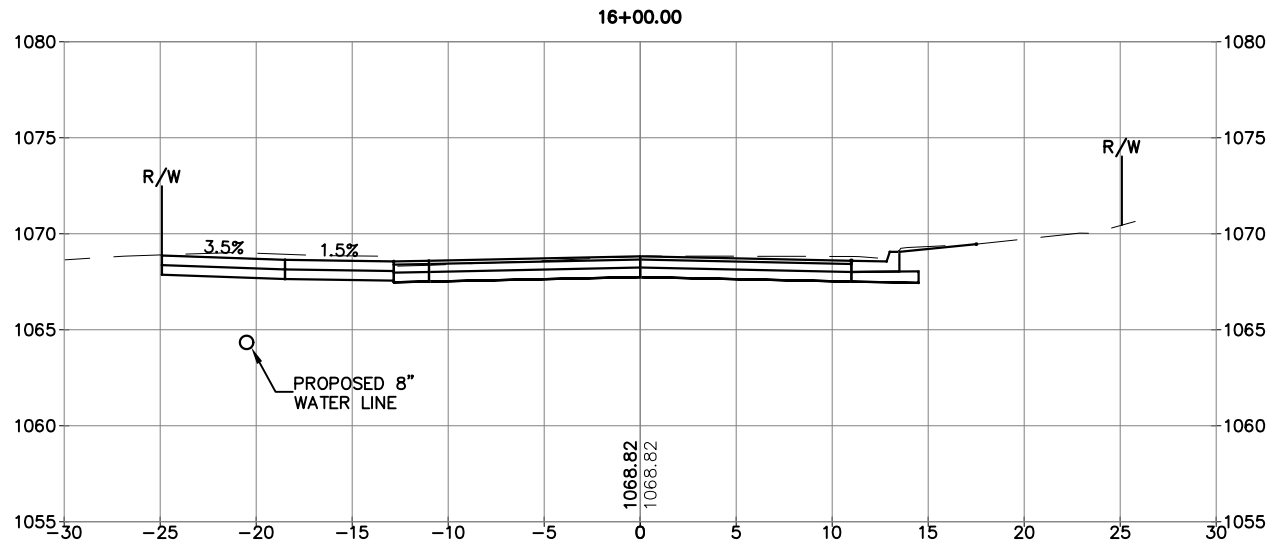
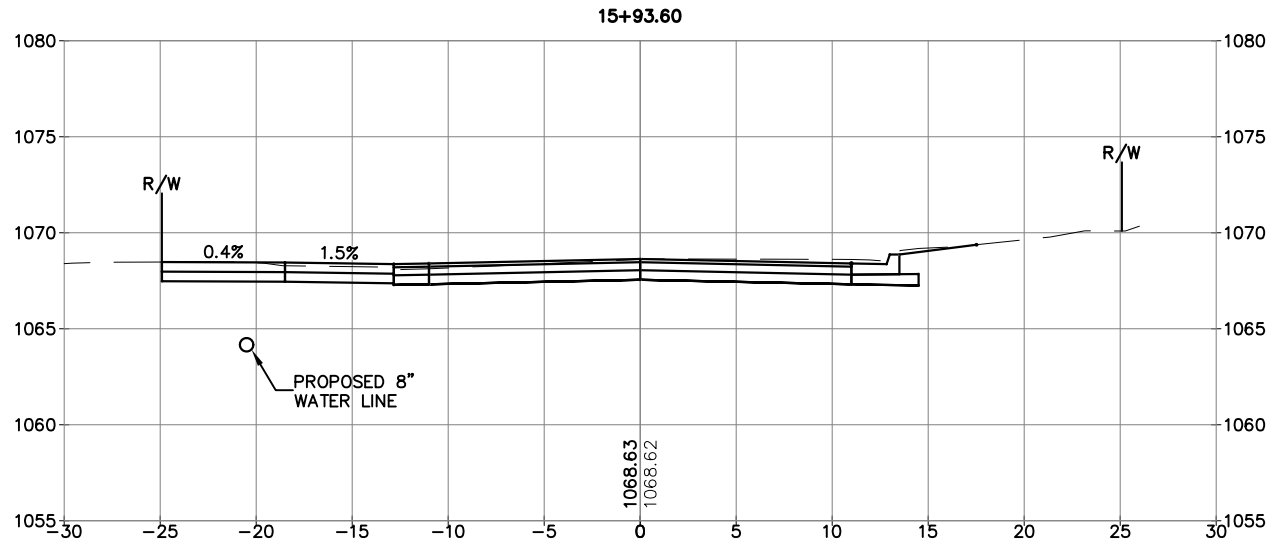
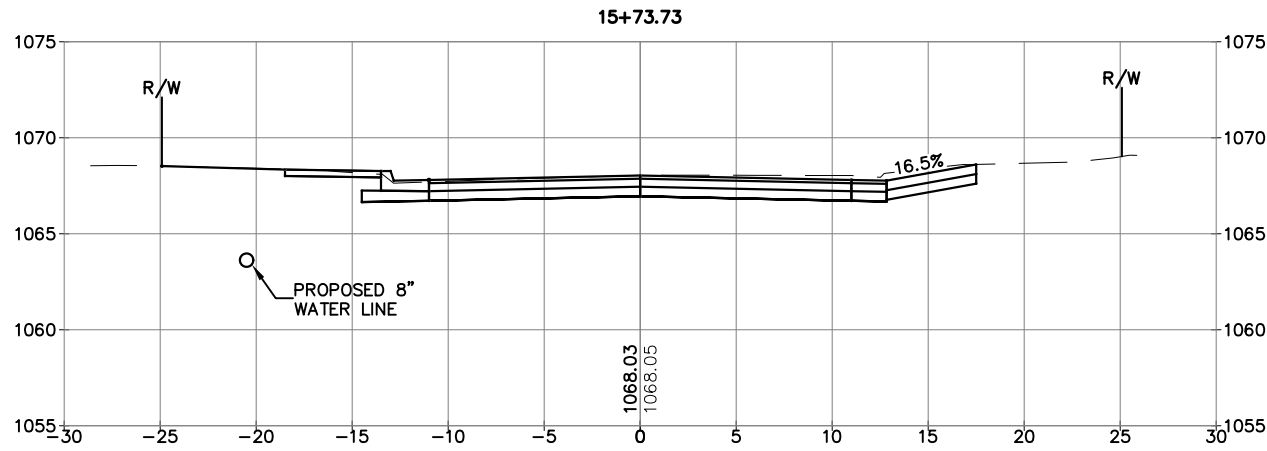
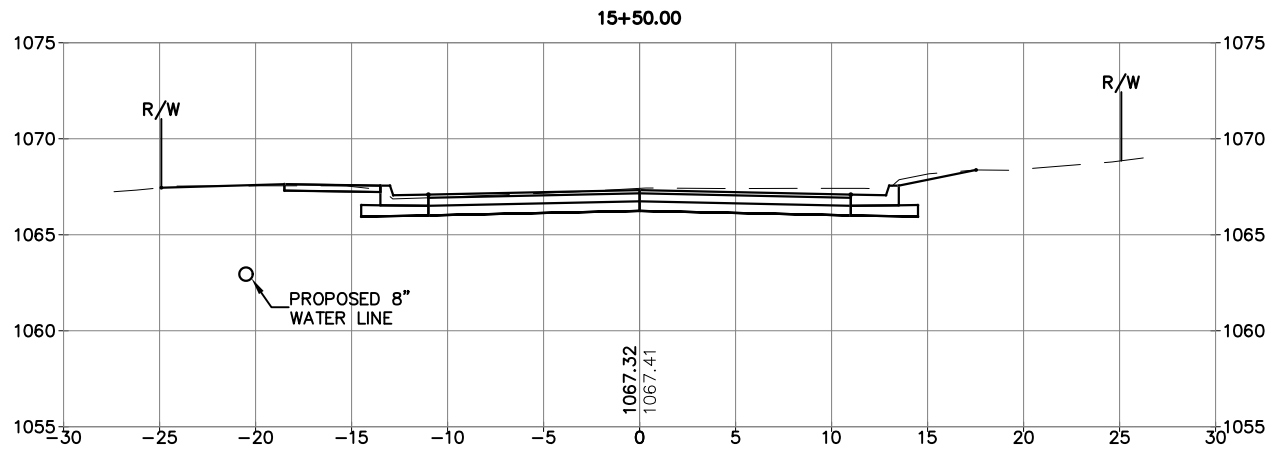
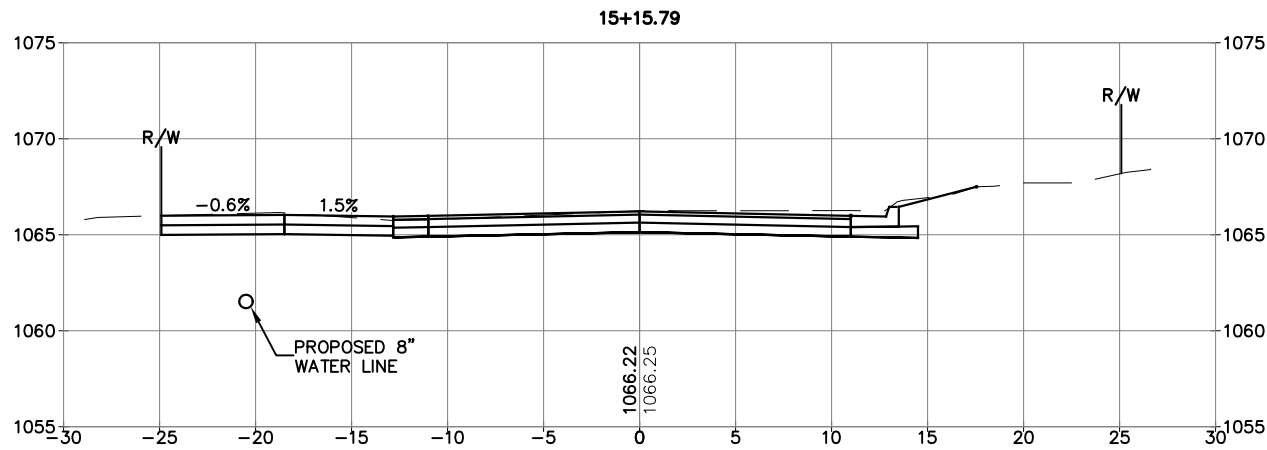
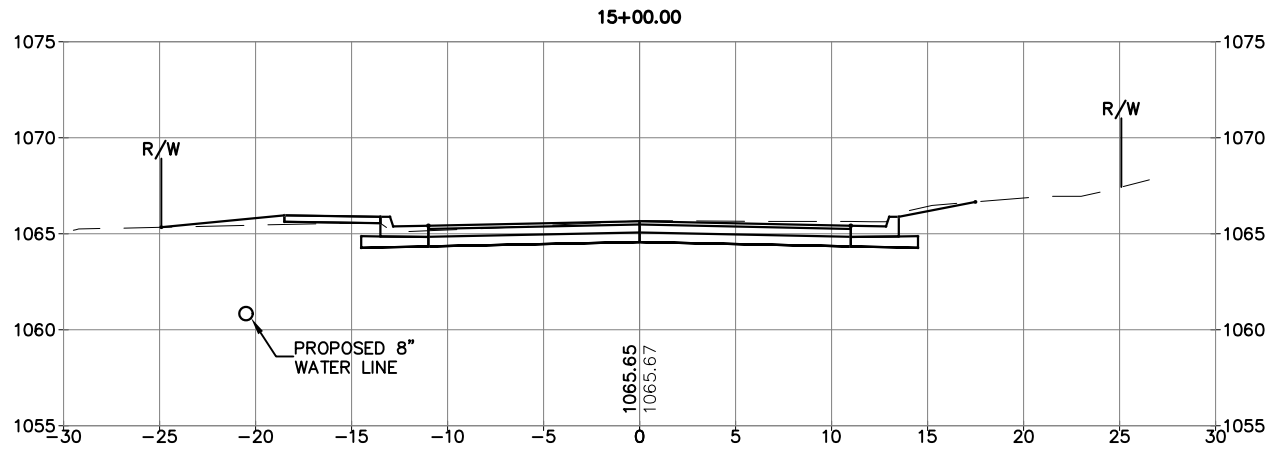
Z:\Projects\2020\20SHAWHITST Shawnee Whitaker Street\Design\Production Plans\Whittaker Street\4/21/2021 7:28:18 AM



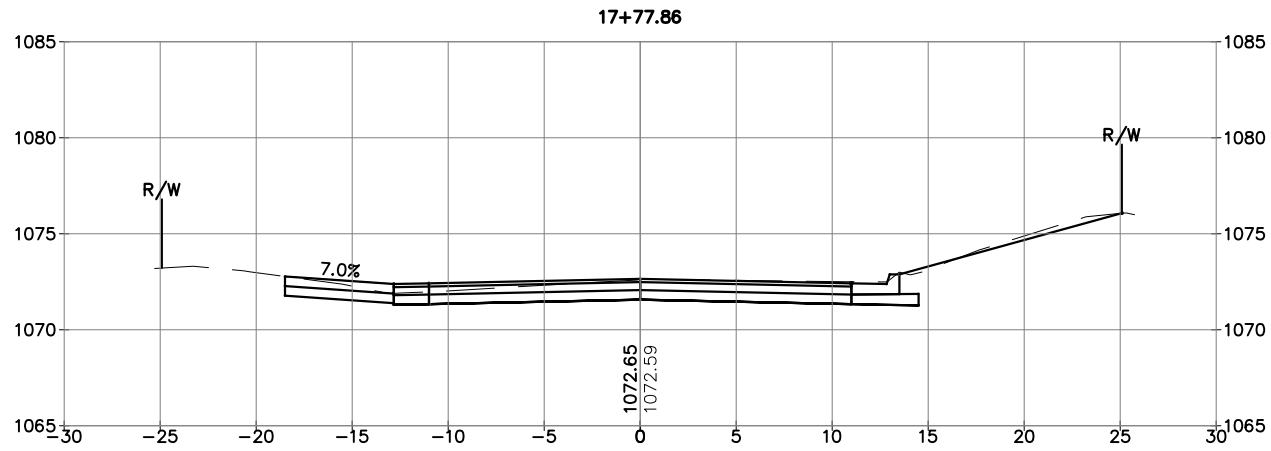
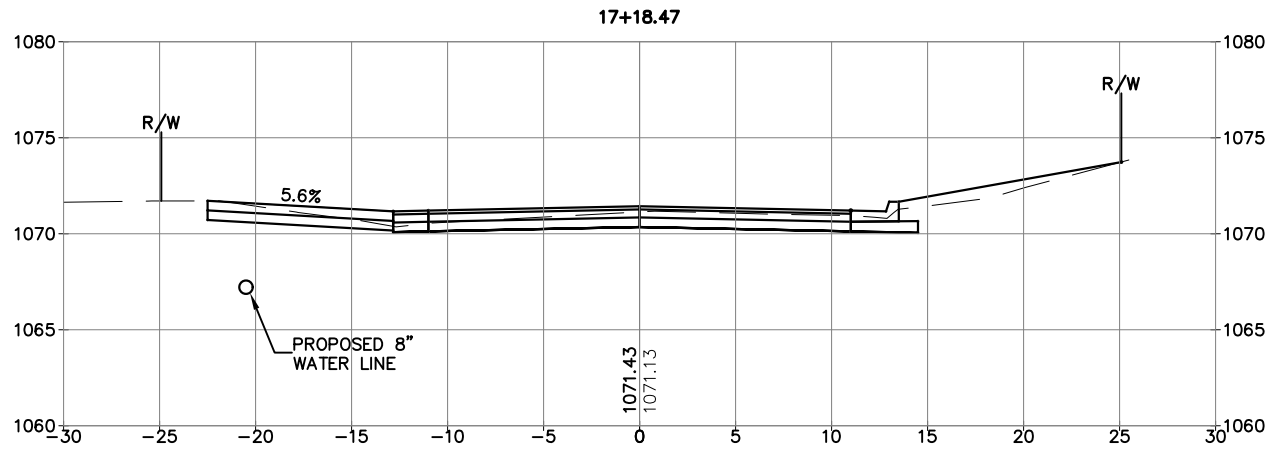
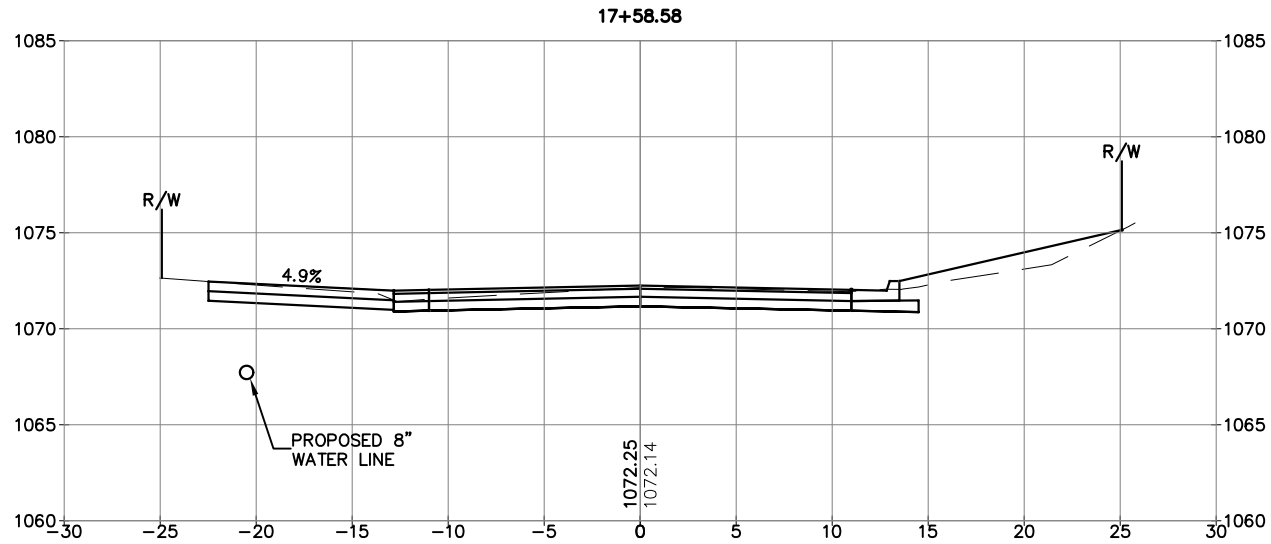
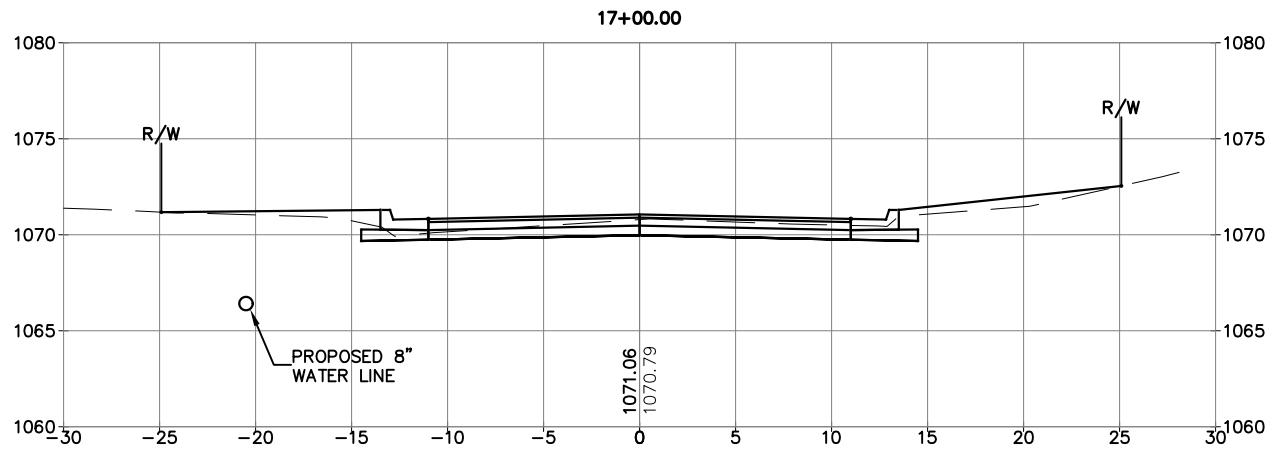
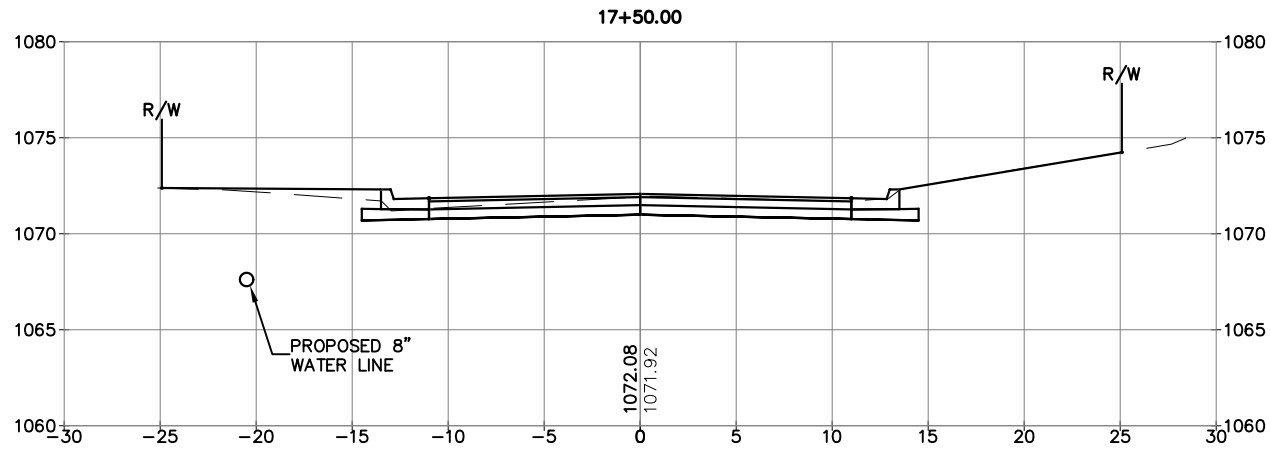
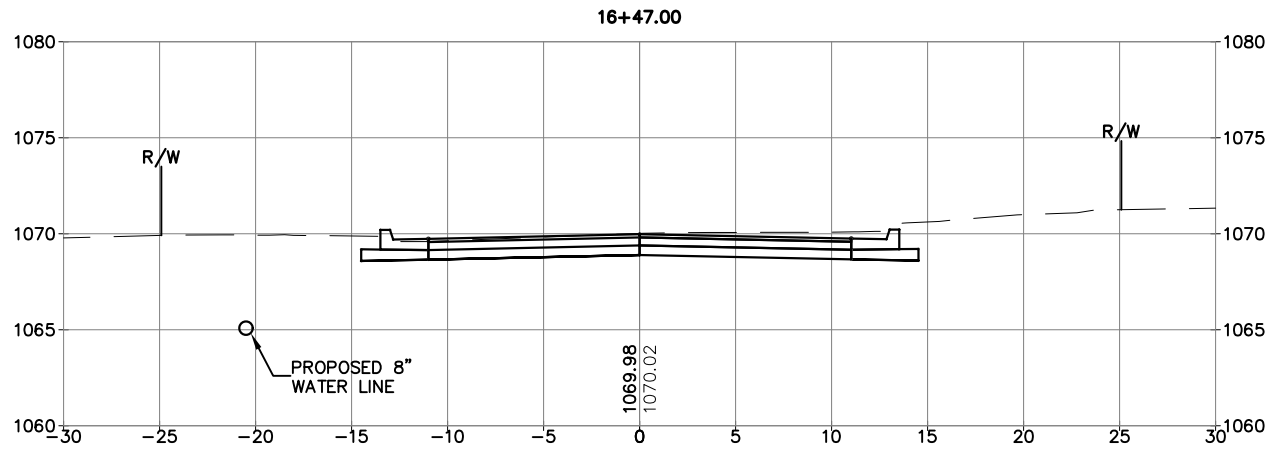
Z:\Projects\2020\20SHAWHITST Shawnee Whitaker Street\Design\Production Plans\Whittaker St.dwg, 4/21/2021 7:28:34 AM



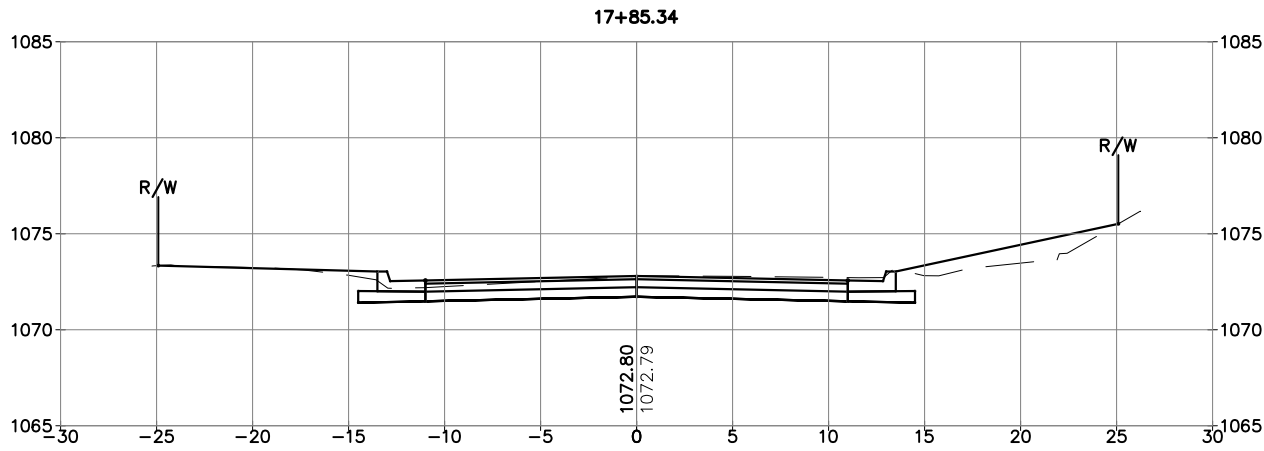
Z:\Projects\2020\20SHAWHITST Shawnee Whitaker Street\Design\Production Plans\Whittaker St.dwg, 4/21/2021 7:28:49 AM



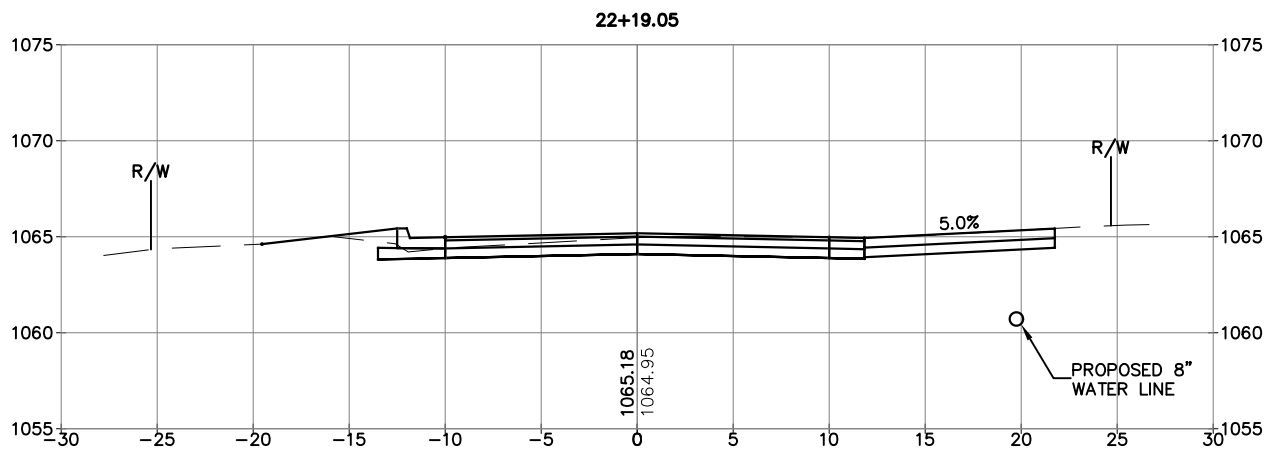
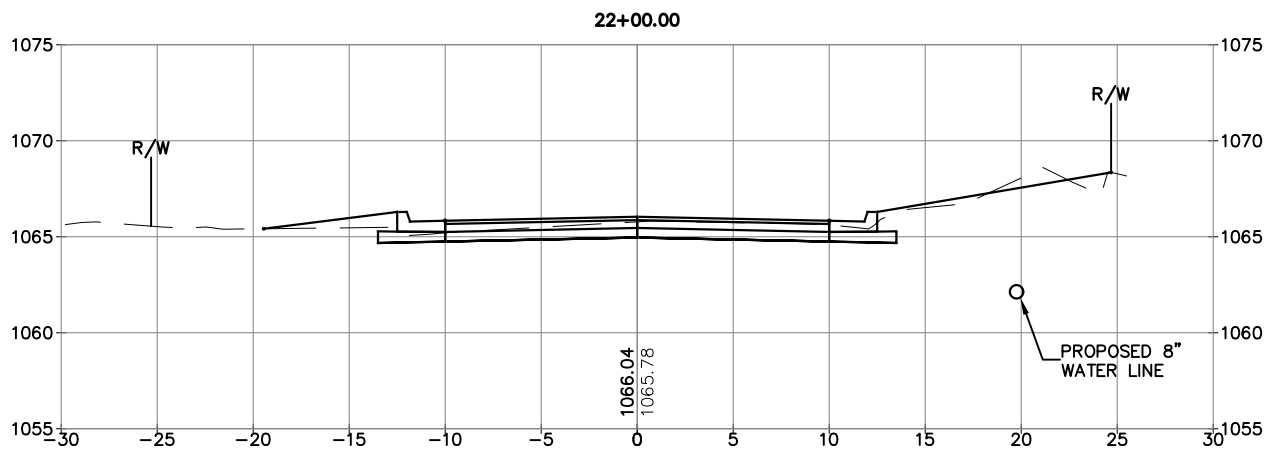
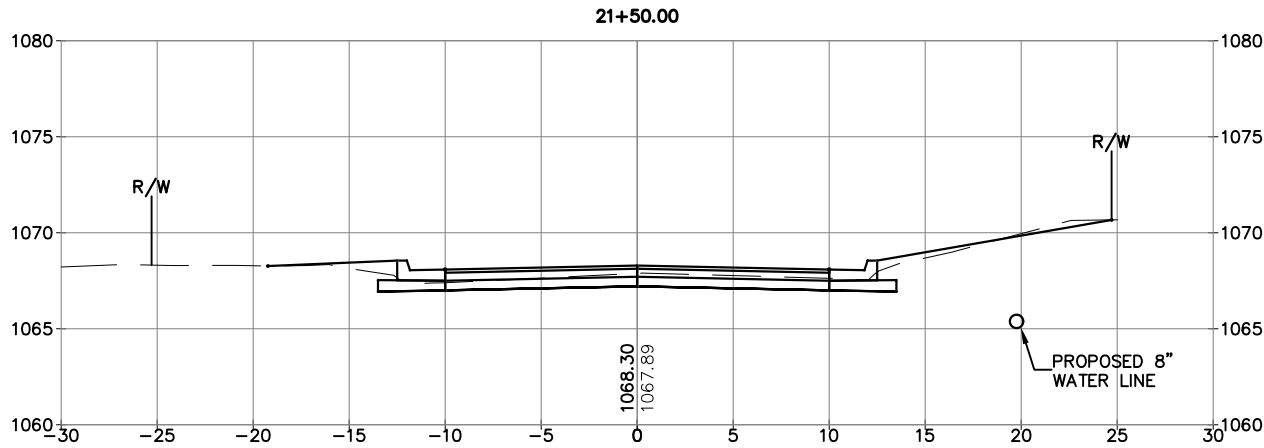
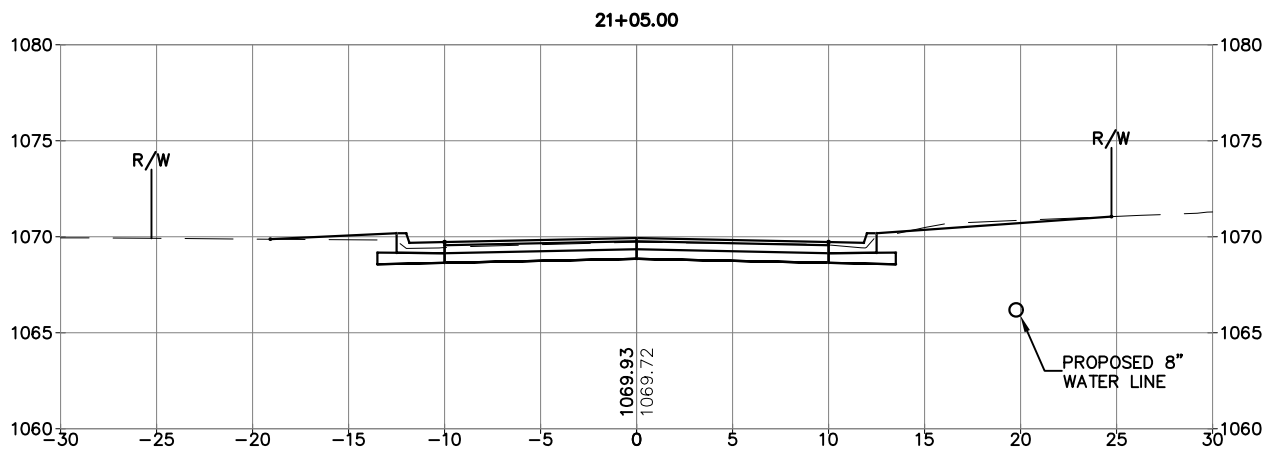
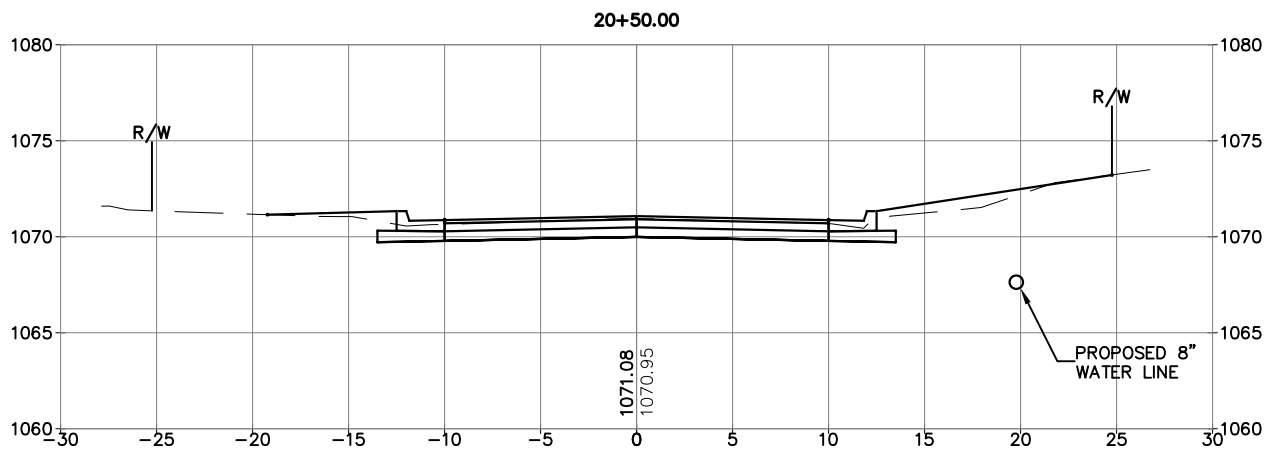
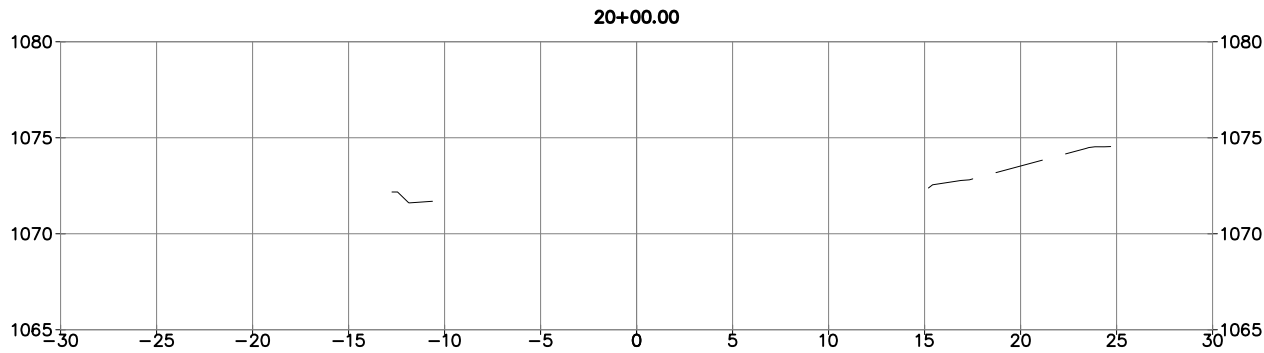
Z:\Projects\2020\20SHAWHITST Shawnee Whitaker Street\Design\Production Plans\Whitaker St.dwg, 4/21/2021 7:29:03 AM



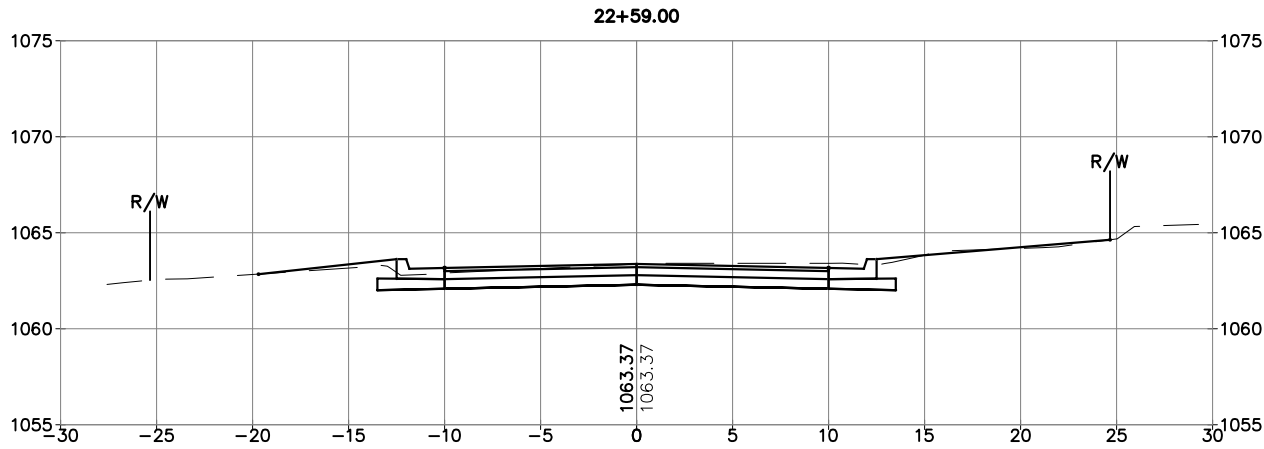
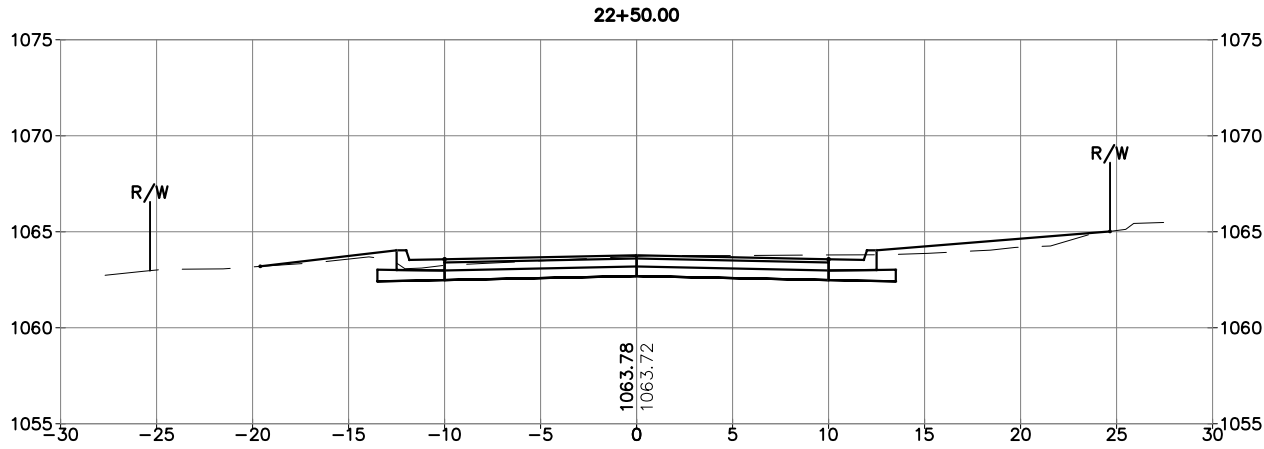
Z:\Projects\2020\20SHAWHITST Shawnee Whittaker Street\Design\Production Plans\Whittaker St.dwg, 4/21/2021 7:29:16 AM



Z:\Projects\2020\20SHAWHITST Shawnee Whitaker Street\Design\Production Plans\Whitaker St.dwg, 4/21/2021 7:29:31 AM



Z:\Projects\2020\20SHAWWHTST Shawnee Whitaker Street\Design\Production Plans\Whitaker St.dwg, 4/21/2021 7:29:42 AM



Specifications

For

WHITTAKER STREET REHABILITATION

City of Shawnee
Shawnee, Oklahoma



Prepared by:



Holloway, Updike and Bellen

Consulting Engineers
Muskogee • Broken Arrow

April, 2021
20SHAWWHITST

CA 219
Expires 6/30/21




Dale Seaton, P.E.
OK 27288

TABLE OF CONTENTS

	No. of Pages
Advertisement for Bids	2
Instructions to Bidders	10
Bid Bond*	1
Proposal*	9
Business Relationships Affidavit*	1
Noncollusion Affidavit*	1
Claim or Invoice Affidavit.....	1
Performance Bond	1
Statutory Bond	1
Maintenance Bond	1
Agreement.....	6
General Conditions	65
Supplemental Conditions – EJCDC.....	8
Appointment of Agent	1
Notice of Award.....	1
Notice to Proceed.....	1
Certificate of Approval of Contract and Bonds	1
General Information.....	4

* Items to be submitted completed with bid.

TECHNICAL SPECIFICATIONS

01300 – Submittals	1-4
01400 – Quality Control By Contractor	1-4
02220 – Utility Trenching and Backfilling	1-6
02660 – Water Transmission and Distribution Lines	1-12
02665 – Horizontal Directional Bore	1-14

Project should be built to ODOT Specifications 2019 Edition.

Publish in the Shawnee News-Star on April 8, 2021 and April 15, 2021

**Advertisement for Bids
Whittaker Street Rehabilitation Re-Bid
City of Shawnee
Shawnee, Oklahoma
Project No. 20SHAWWHITST**

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, May 3, 2021 and publicly read aloud at the Board Meeting being held at 6:00 p.m. on Monday, May 3, 2021 or furnishing all labor and materials and performing all work necessary for:

The project consists of the full reconstruction of Whittaker Street from Center Avenue to Draper Avenue and corresponding waterline relocation.

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 Office of Holloway, Updike & Bellen Inc., 905-A South 9th Street, Broken Arrow, OK 74012; (918) 251-0717. **Payment Options: Online Download \$30.00 or ½ size Paper Set \$60.00, 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, 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.

BIDDER must purchase plans and specifications from Holloway, Updike and Bellen, Inc. either directly for a hard copy of bidding documents or through Quest CDN for an electronic copy. Bidder must be on the Engineer's official plan holder's list in order to receive addendums and submit a bid.

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

No Pre-Bid Conference is scheduled. The bidder 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 City 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.

This project is to be paid by local funds.

Contract to be awarded to low responsive responsible bidder. The Owner reserves the right to waive any informalities in the bidding and the right to reject any and all bids in accordance with the Oklahoma Competitive Bidding Act. Conditional bids shall not be accepted.

City of Shawnee
Shawnee, Oklahoma

By _____

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
ARTICLE 1 – Defined Terms	1
ARTICLE 2 – Copies of Bidding Documents	1
ARTICLE 3 – Qualifications of Bidders	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	2
ARTICLE 5 – Bidder’s Representations	3
ARTICLE 6 – Pre-Bid Conference	4
ARTICLE 7 – Interpretations and Addenda.....	4
ARTICLE 8 – Bid Security	4
ARTICLE 9 – Contract Times	5
ARTICLE 10 – Liquidated Damages.....	5
ARTICLE 11 – Substitute and “Or-Equal” Items.....	5
ARTICLE 12 – Subcontractors, Suppliers, and Others	5
ARTICLE 13 – Preparation of Bid	6
ARTICLE 14 – Basis of Bid	7
ARTICLE 15 – Submittal of Bid.....	7
ARTICLE 16 – Modification and Withdrawal of Bid.....	8
ARTICLE 17 – Opening of Bids	8
ARTICLE 18 – Bids to Remain Subject to Acceptance	8
ARTICLE 19 – Evaluation of Bids and Award of Contract	8
ARTICLE 20 – Bonds and Insurance.....	9
ARTICLE 21 – Signing of Agreement.....	9
ARTICLE 22 – Sales and Use Taxes	10

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.
1. **Copies of the Plans and Specifications can be seen and obtained online at <http://www.hubengineers.com> or at the Office of Holloway, Updike & Bellen, Inc., 905-A South 9th Street, Broken Arrow, OK, 74012; (918) 251-0717.**
 2. **BIDDER must purchase plans and specifications from Holloway, Updike and Bellen, Inc. either directly for a hard copy of bidding documents or through Quest CDN for an electronic copy. Bidder must be on the Engineer's official plan holder's list in order to receive addendums and submit a bid.**

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 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 sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [10] days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. [Evidence of Bidder's authority to do business in the state where the Project is located.]
 - B. [Bidder's state or other contractor license number, if applicable.]
 - C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]
 - D. [Other required information regarding qualifications]
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 No Mandatory Pre-Bid Conference is scheduled.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 7.03 Conflict Statements: In the event of a conflict between the plans and specifications, the specifications shall govern.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of [5] percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract

Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment is 100 days.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, is \$1,000.00 per calendar day.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:

A. [NONE]

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

- 13.04 A Bid by an individual shall show the Bidder's name and official address.

- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

- 13.06 All names shall be printed in ink below the signatures.

- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum (If specified in the Bid Form)*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price (If specified in the Bid Form)*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

- A. City Hall, Attn: City Clerk, City of Shawnee, 16 West 9th, Shawnee, Oklahoma 74801
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 The following items must be submitted with the bid:
 - A. Bid Bond
 - B. Proposal
 - C. Business Relationships Affidavit
 - D. Noncollusion Affidavit

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of **60 days**, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 19.02 The Owner reserves the right to award the Contract to the lowest responsible Bidder for either Material Option 1, or Material Option 2. Bids that do not provide values for both material options will be considered unresponsive.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.
- 20.02 Bond Requirements: (100% Performance Bond, 100% Statutory Bond (Payment Bond), 100% Maintenance Bond (1 year minimum) and Power of Attorney Certification.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.
- A. Successful Bidder shall execute and deliver the required number of counterparts of the agreement (and any bonds and insurance documentation required by to be delivered by the Contract Documents) to Owner within 15 days after receipt.
 - B. Owner shall return executed copy of the agreement within 10 days after its receipt from the contractor.
 - C. Owner shall issue a Notice to Proceed within 30 days after the Owner executes the agreement.

- D. Contractor shall begin construction within 3 days after the final day of the Shawnee Public Schools Spring semester. Date will be established at the Pre-Construction Meeting.

ARTICLE 22 – SALES AND USE TAXES

Owner is exempt from OKLAHOMA state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

BID PACKET

The following shall be submitted with and included as a part of the Bid on the forms provided or as otherwise described herein:

- Bid Bond
- Proposal
- Business Relationships Affidavit
- Noncollusion Affidavit

(All of the above forms must be submitted, in complete form at the bid opening)

BID BOND

KNOW ALL MEN BE THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto _____, hereinafter called the Obligee, in the sum of: _____ Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract, and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty which the Obligee may in good faith contract with another party to perform the work covered by said bid, this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, _____.

(Seal)	(	
	(	PRINCIPAL
	(	
	(	
WITNESS	(	TITLE
	(	
(Seal)	(	
	(	SURETY
	(	
	(	
WITNESS	(	TITLE

BID PROPOSAL

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

PROJECT: Whittaker Street Rehabilitation

PROJECT NO.: 20SHAWWHITST

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. Bids shall be held 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) 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.

4. In submitting this Bid, BIDDER represents that:
- (a) The total bid for the Bid Schedule includes all work necessary to complete that portion of the project described in the Bid Schedule and 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. The Contract Amount will be adjusted for bid schedule items with unit prices according to the actual quantities and measurement of the finished construction as determined by the Engineer.
 - (c) BIDDER will complete the work for the following price(s):

For the Design and Construction of all the work necessary to complete the work under Bid Schedule, as defined in the Contract Documents.

BID SCHEDULE WHITTAKER STREET REHABILITATION				
<u>Item No.</u>	<u>Qty. & Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	1,075 CY	Unclassified Excavation _____ Dollars – per cubic yard	\$ _____	\$ _____
2.	1 LS	SWPPP Documentation and Management _____ Dollars – lump sum	\$ _____	\$ _____
3.	250 LF	Temporary Silt Fence _____ Dollars – per linear foot	\$ _____	\$ _____
4.	1,000 SY	Solid Slab Sodding (Like Kind) _____ Dollars – per square yard	\$ _____	\$ _____

BID SCHEDULE WHITTAKER STREET REHABILITATION				
<u>Item No.</u>	<u>Qty. & Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
5.	825 CY	Aggregate Base Type "A" _____ Dollars – per cubic yard	\$ _____	\$ _____
6.	135 TON	Fly Ash _____ Dollars – per ton	\$ _____	\$ _____
7.	3,100 SY	Subgrade Method "B" – 8" _____ Dollars – per square yard	\$ _____	\$ _____
8.	3,500 SY	Separator Fabric _____ Dollars – per square yard	\$ _____	\$ _____
9.	815 TON	Superpave, Type S3 (PG 64-22 OK) _____ Dollars – per ton	\$ _____	\$ _____
10.	300 TON	Superpave, Type S4 (PG 70-28 OK) _____ Dollars –per ton	\$ _____	\$ _____
11.	36 SY	Cont. Reinf. P.C.C. Pavt. (Placement) _____ Dollars – per square yard	\$ _____	\$ _____
12.	8 CY	P.C. Concrete for Pavement _____ Dollars – per cubic yard	\$ _____	\$ _____

BID SCHEDULE WHITTAKER STREET REHABILITATION				
<u>Item No.</u>	<u>Qty. & Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
13.	1,600 LF	Combined Curb & Gutter 6" Barrier Dollars – per linear foot	\$ _____	\$ _____
14.	100 SY	Concrete Sidewalk Dollars – per square yard	\$ _____	\$ _____
15.	285 SY	Concrete Sidewalk with Brick Accent Dollars – per square yard	\$ _____	\$ _____
16.	375 SY	Concrete Driveway Dollars – per square yard	\$ _____	\$ _____
17.	1 EA	Manhole Adjusted to Grade Dollars – per each	\$ _____	\$ _____
18.	1 EA	Valve Boxes Adjusted to Grade Dollars – per each	\$ _____	\$ _____
19.	8 EA	6" Gate Valve, RJ Dollars – per each	\$ _____	\$ _____
20.	8 EA	Valve Box Dollars – per each	\$ _____	\$ _____

BID SCHEDULE
WHITTAKER STREET REHABILITATION

<u>Item No.</u>	<u>Qty. & Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
21.	1 EA	6 Inch Fire Hydrant _____ Dollars – per each	\$ _____	\$ _____
22.	1 EA	Fire Hydrant Extension _____ Dollars – per each	\$ _____	\$ _____
23.	4 EA	6 Inch Sleeve _____ Dollars – per each	\$ _____	\$ _____
24.	8 EA	8 Inch, IPS, HDPE 90° Bend (Labor Only) _____ Dollars – per each	\$ _____	\$ _____
25.	1 EA	8 Inch x 8 Inch, IPS, HDPE Tee (Labor Only) _____ Dollars – per each	\$ _____	\$ _____
26.	1 EA	8 Inch x 8 Inch, IPS, HDPE Cross (Labor Only) _____ Dollars – per each	\$ _____	\$ _____
27.	8 EA	Water Service Connection (Short) (Labor Only) _____ Dollars – per each	\$ _____	\$ _____
28.	8 EA	Water Service Connection (Long) (Labor Only) _____ Dollars – per each	\$ _____	\$ _____

BID SCHEDULE
WHITTAKER STREET REHABILITATION

<u>Item No.</u>	<u>Qty. & Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
29.	1 EA	Remove Existing Fire Hydrant _____ Dollars – per each	\$ _____	\$ _____
30.	980 LF	8 Inch IPS, HDPE Pipe, DR11, CL200 (Labor Only) _____ Dollars – linear foot	\$ _____	\$ _____
31.	1 LS	Removal of Obstructions _____ Dollars – lump sum	\$ _____	\$ _____
32.	20 SY	Removal of Existing Sidewalk _____ Dollars – per square yard	\$ _____	\$ _____
33.	2,450 SY	Removal of Existing Paving _____ Dollars – per square yard	\$ _____	\$ _____
34.	375 SY	Removal of Existing Driveway _____ Dollars – per square yard	\$ _____	\$ _____
35.	1,600 SY	Removal of Existing Curb _____ Dollars – per square yard	\$ _____	\$ _____
36.	1 LS	Mobilization _____ Dollars – lump sum	\$ _____	\$ _____

BID SCHEDULE WHITTAKER STREET REHABILITATION				
<u>Item No.</u>	<u>Qty. & Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
37.	1 LS	Construction Staking _____ Dollars – lump sum	\$ _____	\$ _____
38.	8 EA	Handicap Ramp with Tactile Warning Dome _____ Dollars – per each	\$ _____	\$ _____
39.	6 EA	School Crossing Sign S1-1 (Complete-In-Place) _____ Dollars – per each	\$ _____	\$ _____
40.	120 LF	Traffic Stripe (24") _____ Dollars – per linear foot	\$ _____	\$ _____
41.	1 LS	Traffic Control _____ Dollars – lump sum	\$ _____	\$ _____
42.	1 LS	Urban ROW Restoration _____ Dollars – lump sum	\$ _____	\$ _____
TOTAL BASE BID - SHAWNEE WHITTAKER STREET REHABILITATION _____ DOLLARS (\$ _____) (in words) (in figures)				

BID SCHEDULE WHITTAKER STREET REHABILITATION				
<u>Item No.</u>	<u>Qty. & Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Add Alternate No. 1				
43.	6 EA	Rectangular Rapid Flashing Beacon (RRFB) Solar _____ Dollars – per each	\$ _____	\$ _____
Add Alternate No. 2				
44.	1 LS	(SP) Contractor's Quality Control _____ Dollars – per lump sum	\$ _____	\$ _____

5. BIDDER agrees that the Work will be substantially completed within **100 consecutive calendar days** after the date when the Contract Time commences to run.

BIDDER accepts the **Liquidated damages will be \$1,000.00 per calendar day.**

6. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of (Bid Bond) (Certified Check). Each BID must be accompanied by a bid bond payable to the OWNER for five percent of the total amount of the bid. A certified check may be used in lieu of the bid bond. No bid security is required if bid is \$7,500.00 or less. As soon as the bid prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. The bid bond of the successful bidder will be retained until Performance Bond, Statutory Bond, Maintenance Bond, and Certificate of Insurance have been executed and approved, after which it will be returned. The bid security of the two remaining unsuccessful Bidders will be returned after the successful bidder has entered into a contract and has furnished the required bonds and insurance.
 - B. A tabulation of Subcontractors and other persons and organizations required to be identified in the bid.
 - C. Contractor's Pre-Qualification Statement with supporting data.
 - D. Project Superintendent and Supervision Roster.

7. 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.
8. The Owner reserves the right to award the Contract to the lowest responsible Bidder for either Material Option 1, or Material Option 2. Bids that do not provide values for both material options will be considered unresponsive.
9. Communications from Owner to Bidder will be sent to the address below.

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 is _____

By _____
(Name)

Attest: Secretary

(Title)

(Corporate Seal)

Business address: _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

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 hereinabove mentioned exist, affiant should so state.)

Signed: _____

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

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.

Signed: _____

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

Notary Public

My Commission Expires:

CLAIM OR INVOICE AFFIDAVIT

STATE OF _____) ss.
COUNTY OF _____)

The undersigned (contractor or supervisory official), certifies that this (invoice, claim or contract) is true and correct. Affiant further states 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, 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.

Signed: _____

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

Notary Public

My Commission Expires:

PERFORMANCE BOND

KNOW ALL MEN BE THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto City of Shawnee, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____ for Whittaker Street Rehabilitation, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of _____.

NOW THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof, and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications, and if said Principal shall protect and save harmless said Obligee from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract resting upon said Principal, the this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

WITNESS AS TO PRINCIPAL (_____
(PRINCIPAL
(_____
(BY: _____

WITNESS AS TO SURETY (_____
(SURETY
(_____
(BY: _____
(ATTORNEY-IN-FACT

STATUTORY BOND

KNOW ALL MEN BE THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto City of Shawnee, hereinafter called the Obligee, in the sum of _____ Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____, _____, for Whittaker Street Rehabilitation, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of _____.

NOW THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract after the same becomes due and payable the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

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

WITNESS AS TO PRINCIPAL

(
(PRINCIPAL
(
(BY: _____

WITNESS AS TO SURETY

(_____
(SURETY
(_____
(BY: _____
(ATTORNEY-IN-FACT

MAINTENANCE BOND

KNOW ALL MEN BE THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto City of Shawnee, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____, for Whittaker Street Rehabilitation, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of _____.

NOW THEREFORE, if said Principal shall pay or cause to be paid to Obligee all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year after acceptance of said project by Obligee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold Obligee harmless from all damages, loss, and expense occasioned by, or resulting from, any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

WITNESS AS TO PRINCIPAL (_____
(PRINCIPAL
(_____
(BY: _____

WITNESS AS TO SURETY (_____
(SURETY
(_____
(BY: _____
(ATTORNEY-IN-FACT

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Shawnee ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Whittaker Street Rehabilitation*

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Whittaker Street Rehabilitation***

ARTICLE 3 – ENGINEER

3.01 *The Project has been designed by Holloway, Updike and Bellen Inc.*

3.02 *The Owner has retained Holloway, Updike and Bellen Inc.("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 *All amounts not paid when due shall bear interest at the rate of 0 percent per annum.*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, ~~and (2) reports and drawings relating to Hazardous Environmental Conditions, if any,~~ at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. Maintenance bond (pages to , inclusive).
 - 5. General Conditions (pages to , inclusive).
 - 6. Supplementary Conditions (pages to , inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

CONTRACTOR:

City of Shawnee

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: City Clerk, City Hall

16 West 9th

Shawnee, OK 74801

License No.: _____

(where applicable)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work.....	10
4.03 Reference Points	10
4.04 Progress Schedule	10
4.05 Delays in Contractor’s Progress	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands	12
5.02 Use of Site and Other Areas.....	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions	14
5.05 Underground Facilities.....	15

5.06	Hazardous Environmental Conditions at Site.....	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance.....	20
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance.....	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds.....	25
Article 7 – Contractor’s Responsibilities		26
7.01	Supervision and Superintendence	26
7.02	Labor; Working Hours	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	27
7.05	Substitutes	28
7.06	Concerning Subcontractors, Suppliers, and Others	29
7.07	Patent Fees and Royalties	31
7.08	Permits	31
7.09	Taxes	32
7.10	Laws and Regulations.....	32
7.11	Record Documents.....	32
7.12	Safety and Protection	32
7.13	Safety Representative	33
7.14	Hazard Communication Programs	33
7.15	Emergencies.....	34
7.16	Shop Drawings, Samples, and Other Submittals	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	37
Article 8 – Other Work at the Site		38
8.01	Other Work	38
8.02	Coordination	39
8.03	Legal Relationships	39

Article 9 – Owner’s Responsibilities	40
9.01 Communications to Contractor.....	40
9.02 Replacement of Engineer	40
9.03 Furnish Data	40
9.04 Pay When Due.....	40
9.05 Lands and Easements; Reports, Tests, and Drawings	40
9.06 Insurance	40
9.07 Change Orders	40
9.08 Inspections, Tests, and Approvals.....	41
9.09 Limitations on Owner’s Responsibilities	41
9.10 Undisclosed Hazardous Environmental Condition	41
9.11 Evidence of Financial Arrangements.....	41
9.12 Safety Programs	41
Article 10 – Engineer’s Status During Construction.....	41
10.01 Owner’s Representative.....	41
10.02 Visits to Site	41
10.03 Project Representative	42
10.04 Rejecting Defective Work	42
10.05 Shop Drawings, Change Orders and Payments.....	42
10.06 Determinations for Unit Price Work	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work.....	42
10.08 Limitations on Engineer’s Authority and Responsibilities.....	42
10.09 Compliance with Safety Program.....	43
Article 11 – Amending the Contract Documents; Changes in the Work	43
11.01 Amending and Supplementing Contract Documents.....	43
11.02 Owner-Authorized Changes in the Work	44
11.03 Unauthorized Changes in the Work.....	44
11.04 Change of Contract Price	44
11.05 Change of Contract Times.....	45
11.06 Change Proposals.....	45
11.07 Execution of Change Orders	46
11.08 Notification to Surety.....	47
Article 12 – Claims	47

12.01	Claims.....	47
Article 13 – Cost of the Work; Allowances; Unit Price Work.....		48
13.01	Cost of the Work	48
13.02	Allowances	50
13.03	Unit Price Work.....	51
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		52
14.01	Access to Work	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work	53
14.06	Owner May Stop the Work	54
14.07	Owner May Correct Defective Work.....	54
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		55
15.01	Progress Payments.....	55
15.02	Contractor’s Warranty of Title	58
15.03	Substantial Completion.....	58
15.04	Partial Use or Occupancy	59
15.05	Final Inspection	59
15.06	Final Payment	59
15.07	Waiver of Claims	61
15.08	Correction Period.....	61
Article 16 – Suspension of Work and Termination		62
16.01	Owner May Suspend Work	62
16.02	Owner May Terminate for Cause	62
16.03	Owner May Terminate For Convenience	63
16.04	Contractor May Stop Work or Terminate	63
Article 17 – Final Resolution of Disputes		64
17.01	Methods and Procedures.....	64
Article 18 – Miscellaneous.....		64
18.01	Giving Notice.....	64
18.02	Computation of Times	64
18.03	Cumulative Remedies	64

18.04	Limitation of Damages	65
18.05	No Waiver	65
18.06	Survival of Obligations	65
18.07	Controlling Law	65
18.08	Headings	65

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. §§5501 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.H 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 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 11.01.C.2.a and 11.01.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 special 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 GENERAL CONDITIONS - EJCDC

TABLE OF CONTENTS

2 – PRELIMINARY MATTERS	1
2.02 Copies of Documents.....	1
4 – COMMENCEMENT AND PROGRESS OF THE WORK.....	1
4.05 <i>Delay in Contractor's Progress</i>	1
5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS.....	2
5.03 Subsurface and Physical Conditions	2
6 – BONDS AND INSURANCE	2
6.03 Contractor's Liability Insurance	2
6.05 Property Insurance.....	4
7 – CONTRACTOR'S RESPONSIBILITIES	4
7.02 Labor; Working Hours.....	4
7.09 Taxes.....	4
10 – ENGINEER'S STATUS DURING CONSTRUCTION	4
10.03 Project Representative	4

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor [4] copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05 Delay in Contractor's Progress

SC-4.05.C.2 Amend the paragraph on Abnormal Weather Conditions to read as follows:

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 that particular time of the year. The adverse weather days for a given month is shown in the following table

NORMAL ADVERSE WEATHER DAYS

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

“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 exist 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.”

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

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. Report dated _____ OR

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 *Contractor’s Liability Insurance*

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:

Statutory

Employer’s Liability:

Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>

Foreign voluntary worker compensation	<u>Statutory</u>
---------------------------------------	------------------

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

Property Damage:

Each accident	\$ <u>1,000,000</u>
---------------	---------------------

[or]

Combined Single Limit of	\$ <u>1,000,000</u>
--------------------------	---------------------

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

[See Paragraph 6.03.E of the General Conditions.]

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insured: In addition to Owner and Engineer, include as additional insured the following: [N/A]

7. Contractor's Professional Liability:

Each Claim	\$	<u>N/A</u>
Annual Aggregate	\$	<u>N/A</u>

SC-6.05 *Property Insurance*

SC-6.05. Delete Section 6.05 thru 6.07

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 am to 6:00 pm M-F

SC-7.09 *Taxes*

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of *Oklahoma* and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 *Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall

generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed

Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

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 _____, 20____, for the sole purpose of completing a Whittaker Street Rehabilitation, hereinafter referred to as the "Project". The City does hereby appoint _____ and the following:

which are subcontractors of _____, Inc. 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 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, and shall be binding upon the successors of the parties hereto.

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

CITY OF SHAWNEE

SEAL

(Chairman)

(Secretary)

NOTICE OF AWARD

To: _____

Project Description: Whittaker Street Rehabilitation

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

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 and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, _____.

City of Shawnee
OWNER

BY:

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ this ____ day of _____, _____, and
hereby certify that this firm does not appear on the List of Parties Excluded from Federal
Procurement Programs, i.e., list of Debarred Contractors.

BY

TITLE

NOTICE TO PROCEED

To: _____

Date: _____

Project Description: Whittaker Street Rehabilitation

You are hereby notified to commence WORK in accordance with the Agreement dated: _____
_____, _____, on or before _____, _____, and you are to
complete the WORK within 100 consecutive calendar days thereafter. The date of completion of
all WORK is, therefore, _____, _____.

City of Shawnee
OWNER

BY:

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ this _____ day of _____, _____, and
hereby certify that this firm does not appear on the List of Parties Excluded from Federal
Procurement Programs, i.e., list of Debarred Contractors.

BY

TITLE

**CERTIFICATE OF APPROVAL
OF CONTRACT AND BONDS**

I, the undersigned _____, being duly authorized and acting legal representative of _____, _____ County, State of Oklahoma, do 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 _____, _____.

ATTORNEY

County
State of Oklahoma

A. PROJECT TITLE:

Whittaker Street Rehabilitation
City of Shawnee
Shawnee, Oklahoma

B. PROJECT IDENTIFICATION:

HUB Project No. 20SHAWWHITST

C. OWNER:

City of Shawnee
16 West 9th
Shawnee, OK 74801

D. PROJECT ENGINEERS:

Dale Seaton, P.E.
Holloway, Updike and Bellen, Inc.
905-A South 9th Street
Broken Arrow, OK 74012
(918) 251-0717

E. TRADE NAMES AND MATERIALS:

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish equal basis for the evaluation of bids. Where the words "Equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the Specification in connection with a material, manufactured article or process, the material, article or process, specifically designated shall be used, unless a substitute shall have been approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designed material, article or process.

No material which has been used by the Contractor for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

F. GENERAL:

The Contractor shall give the Engineer seven calendar days notice prior to starting any work so that a Pre-construction conference can be held with the Owner's representative, the Contractor, and the Engineer. The pre-construction conference will be held at the job site at a time mutually agreed upon, but prior to starting any work.

G. STANDARD SPECIFICATIONS:

The Oklahoma State Highway Commission "Standard Specifications for Highway Construction" latest edition is hereby adopted as part of these specifications where reference is made. Said specifications will be hereinafter referred to as the "Standard Specifications". However, no portion of the Standard Specifications referring to Basis of Payment will be adopted as part of these specifications.

H. MAINTENANCE OF EXISTING FACILITIES DURING CONSTRUCTION:

The intent of these plans and specifications is to perform the work without the bypass of raw sewage. The Contractor shall coordinate all work involving temporary stoppage of flow to any connection or plant facility with Owner personnel and/or the Engineer. In no case, will raw sewage or sludge be allowed to be dumped directly or indirectly into ditches, creeks or other drainage ways during construction.

I. OPERATIONS AND MAINTENANCE MANUALS:

Eight hard bound copies and two searchable PDF copies on jump drives, unless otherwise stated, of a manual containing specifications, drawings and descriptions of each individual item of equipment; installation instructions; operating and maintenance instructions; and parts lists shall be provided. The manual shall be a single manual covering complete operating installation; separate sheets or brochures for equipment not manufactured by the major supplier shall all be included. These manuals shall be in addition to any instructions packed with the equipment and shall be submitted not later than the date of shipment of the equipment. Each manual shall be bound in a "notebook style" cover having indicated thereon the manufacturer's name and date of purchase. Each equipment which the Manufacture provides start up services for, the Contactor shall include a finalized start up report in the manual delivered to the City.

J. OWNER FACILITIES: Continuous operation of OWNER's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.

K. CONTRACTOR'S USE OF PREMISES: Where portions of work will be located on public or private property, easements or permits have been obtained by the OWNER. Easements will provide for use of property for construction purposes only to the extent indicated on the easements. Copies of these easements or permits can be obtained from the OWNER. CONTRACTOR shall determine the adequacy of easements obtained and

abide by easement provisions. Confine construction operations to within easement limits or make special arrangement with property owners or appropriate public agency for additional area. Before final payment will be authorized, CONTRACTOR shall furnish the OWNER written releases from property owners or public agencies where side agreements or special easements have been made.

In the event CONTRACTOR is unable to secure written releases, inform the OWNER of the reasons.

OWNER or its representatives will examine the site, and OWNER will direct CONTRACTOR to complete work that may be necessary to satisfy terms of the easement.

L. CONSTRUCTION STAKING: All staking shall be provided by the Contractor.

M. PROTECTION OF WORK, PROPERTY AND PERSONS:

The Contractor shall protect, shore, brace, support and maintain all underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking removed or otherwise damaged, shall be restored to their original condition as determined and approved by the Engineer.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, regardless of location of character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his subcontractor. The Contractor shall make satisfactory and acceptable arrangements with the Owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by means of effective barricades on which shall be placed suitable warning signs. Barricades shall be located on the nearest intersecting public highway or street on each side of the blocked section.

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that protection is provided to the public. Obstructions, such as materials, piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated by means of warning lights at night. All lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereof.

The contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian.

Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall at his own expense provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodations of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them; provided however, that such maintenance of traffic will not be required at any point where the contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at any designated point thereon and for the duration of whatever period of time as may be agreed upon.

It shall be the responsibility of the Contractor to notify the Police and Fire Department prior to cutting or blocking any public street or roadway.

Work to be performed may require draining, pumping and dewatering necessary to complete the work as specified and as indicated on the Plans. It is the intent of these Specifications that such draining, pumping and dewatering shall be the obligation of the Contractor, and he shall provide ditches, levees and dikes to prevent water, mud or liquid from damaging the Owner or private property or interfering with the continuous operation of construction.

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 a minimum of five (5) copies of each submittal, size not to exceed 11" x 17". Approved copies shall be distributed as follows:

Engineer	1 copy
Inspector	1 copy
Owner	1 copy
Contractor	3 copies

- 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
-----	---

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 02660
WATER TRANSMISSION AND DISTRIBUTION LINES

PART I - GENERAL

1.1 WORK INCLUDED - Work under this section includes furnishing, installing, disinfecting, and testing water transmission and distribution pipeline systems as shown on Exhibits #1 through #3 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.
 - Seal of the testing agency that verified the suitability of the pipe material for potable water service.
- 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 C502	Dry Barrel Fire Hydrants
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 C603	Standard for the Installation of Asbestos –Cement Pressure Pipe
AWWA C605	Underground installation of Polyvinyl Chloride (PVC) Pressure Pipe & Fittings for Water
AWWA C651	Disinfecting Water Mains
AWWA C800	Underground Service Line Valves and Fittings
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. thru 12 in., for Water
AWWA C906	Polyethylene Pressure Pipe and fittings, 4” thru 65”

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

2.1 PIPE AND PIPE FITTINGS (4" to 12")

Service	Buried
Conformance	PVC Conforming to AWWA C900, Ductile Iron Pipe (Class 50 or 52), AWWA C104 & C105 with Cement-Mortar Lining with Polyethylene Encasement, HDPE AWWA C906
O.D. Base	Cast Iron
Wall Thickness	DR Series 18 (Class 150), DR Series 14 (Class 200) DR Series 11
Joints	Push-on Conforming to ASTM D3139

2.2 PIPE AND PIPE FITTINGS (Greater Than 12")

Service	Buried
Conformance	PVC Conforming to AWWA C905 (14" to 36") or Ductile Iron Pipe (Class 50 or 52), AWWA C104 & C105, Cement-Mortar Lining with Polyethylene Encasement.
O.D. Base	Cast Iron
Wall Thickness	DR Series 18 (235 PSI) DR Series 21 (200 PSI) DR Series 25 (165 PSI)
Joints	Push-on Conforming to ASTM D3139

2.3 FITTINGS (3" TO 48")

Use ductile iron mechanical joint fittings conforming to AWWA C110 or ductile iron compact fittings conforming to AWWA C153. On all fire hydrant leads use ductile iron mechanical joint fittings with a swivel tee.

2.4 PIPE AND PIPE FITTINGS (2")

Service	Buried
Conformance	PVC Conforming to AWWA C900
O.D. Base	Sch. 40
Fittings	Cast Iron Conforming to AWWA C110
Wall Thickness	SDR-21 (Class 200)
Joints	Push-on Conforming to ASTM D3139

2.5 FIRE HYDRANTS

Type	Dry Barrel
Conformance	AWWA C502
Outlet Size	One 4-1/2", Two 2-1/2" nozzles
Outlet Threads	National Standard
Main Valve Size	5-1/4"
Inlet Size	6", M.J.
Operation	Open counterclockwise, with 1- 1/2" pentagon nut
Color	Bright Aluminum
Special Features	Provide traffic model hydrants with break away bolts and coupling
Specified Product	American Darling Model B-84-B, Or approved equal

2.6 VALVES (6" & 12")

Type	Gate, Non-rising Stem, Dry Head, Left Hand Opening
Conformance	AWWA C509
Size	See Drawings
Wedge	Resilient Seat
Ends	Mechanical Joint conforming to AWWA C111
Stem Seal	O-ring
Operator	Buried Service - 2" Operating Nut
Tapping Sleeves	Stainless Steel Flange
Specified Product	American Darling No.55 or CRS-80, Or approved equal.

2.7 VALVES (18" AND Larger)

Type	Butterfly
Conformance	AWWA C504
Size	See Drawings
Valve Seat	Molded-in rubber seat bonded to the valve body, patented by Pratt
Ends	Mechanical Joint conforming to AWWA C111
Shaft	Stainless Steel
Operator	Buried Service - 2" Operating Nut
Specified Product	Pratt or approved equal

2.8 VALVES (2")

Type	Gate, Non-rising Stem
Conformance	AWWA C509
Size	2"
Ends	Screwed
Specified Product	American Model No. 502, Clow F6103, M&H 4067-07 or Mueller Equal
Accessories	2"x 12" Long Threaded Brass Nipples and 2" Smith-Blair Style 411 (6" long) Bolted Coupling, or an Approved Equal

2.9 VALVE BOXES

Location	Buried Gate Valves
Material	Cast Iron
Size	5-1/4" Shaft, 2 pieces
Type	Adjustable of the slip type
Cover	Deep socket type with the work "WATER" cast in the top Acceptable Product Tyler Series 6855 or equal

2.10 SERVICE LINE MATERIALS

A. Copper Water Tube – Conformance; ASTM B88, Type K, soft copper, domestic

B. Corporation stops

Inlet	AWWA thread
Outlet	Coupling for copper pipe, flared couplings
Acceptable Product	Ford F 600,

C. Service Clamps

Type	Bronze, Double Strap
Outlet	CC Thread (AWWA)
Service	For iron pipe size plastic pipe
Acceptable Product	Mueller H-16000 Series or Rockwell 323 Series

2.11 WATER SERVICE METERS

A. Meter

Furnished by Owner

B. Meter Yoke Type

Flexible copper, horizontal inlet and outlet, with Wing Stops and combination coupling nuts with FIP or copper flare connections and with angle dual check on inlet side.

Acceptable Product

McDonald Meter Setter No. 20- 209QFDD33, Ford VBHC72-9WR-11- 33, or equal by Mueller.

C. Meter Box

17 X 11 X 18 "C" OKC SIDEWALK ASY (EJ)

2.12 CONCRETE

Refer to Section 03300 - Cast-in-place Concrete

2.13 POLYETHYLENE ENCASEMENT – Polyethylene encasement shall be furnished and installed for all ductile iron pipe. Encasement material shall be 8 mil polyethylene film tubes conforming to AWWA C105. Installation shall conform to method A or B.

2.14 RESTRAINED JOINTS – All cost for components necessary to restrained joints for pipe and fittings designated Restrained Joint (RJ) shall be included in the unit price bid for pipe or fittings. U.S. Pipe TRFLEX, Griffin SNAPLOCK, McWane THRUSTLOCK, American FLEXRING or EBAA MEGALUG, Smith-Blair CAMLOCK, Clow TUFGRIP or equal shall be used on this project. Locking gaskets are not allowed. Should RJ pipe be specified thru uncased bores, only US Pipe TRFLEX, Griffin SNAPLOCK, McWane THRUSTLOCK or American FLEXRING is to be used.

PART 3 - EXECUTION

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. The Owner will operate all valves, hydrants, blow-offs, and curb stops and no valve or other

control unit shall be operated for any purpose by the Contractor.

- C. Take all precautions to prevent contamination when making connections to existing potable water lines. No trench water, mud or other contaminating substances shall be permitted to enter the pipeline.
- D. Swab the interior all new pipe, fittings and valves installed in the existing pipeline with a 5 percent (50,000 ppm) chlorine solution prior to installation. After the connection is completed flush the main to reduce chlorine to a concentration of 1 mg/l or less.
- E. Pipe Installation - Cut pipe and tubing square with saws or pipe cutters designed specifically for the material. Protect the pipe and fittings from serrated holding devices and abrasions.
- F. Bevel or flare the ends in accordance with the manufacturer's recommendations. Locate a depth mark with a pencil or crayon to assure the spigot end is inserted to the recommended depth.
- G. Remove burrs and wipe off all dust and dirt from the jointing surfaces and remove cuttings from interior of pipe or tubing. Perform all jointing operations in accordance with manufacturer's printed instruction.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.

- N. A joint harness will be required in lieu of thrust blocks at all bends on all pipe 24" and larger in diameter.
- O. 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.
- P. Sewer Crossings - Where water lines cross sewer mains, and the sewer pipe is above the water main or less than 24 inches clear distance vertically below the water main, construct the crossing by one of the following methods:
- Q. Install ductile iron pipe centered on the intersection with the sewer main of sufficient length to maintain 10-foot clear distance between any joint and the sewer line. Use approved transition couplings for joints between the water pipe and the sewer pipe or encase the joints in a concrete collar at least six inches thick extending a minimum of six inches either side of the joints.
- R. Encase sewer pipe with concrete at least 6 inches thick at all locations with 10 feet either side of the water line. Minimum reinforcement shall consist of four NO. 5 bars, one placed at each corner of the section and tied by No. 3 bars at 3-foot centers.

3.3 INSTALLATION OF PIPELINE APPURTENANCES - Install all valves, manholes and other equipment appurtenant to the pipeline at the locations indicated on the drawings. Record "as-built" measurements prior to backfill referencing all newly installed material and equipment to the nearest permanent surface improvement.

- A. Service Connection Piping - Follow generally the arrangement shown on drawings and Construction Standard, but with necessary modifications to make a neat appearance and to coordinate with other work.
- B. Verify dimensions of all valves, fittings, and equipment, and coordinate with measurements made at the site so that the piping system will fit together properly.
- C. Clean all pieces carefully before installation. Cap, plug, or protect systems with covers to keep out dirt and moisture. Blow out, rod out, flush out all piping before final connections to equipment to remove all foreign materials. Furnish temporary connections, valves and fittings for this purpose.
- D. Cut tubing square with adjustable tube cutter. Carefully ream and file to remove all burrs.

Prior to making up joints, clean tubing and fittings with wire brush or sand cloth and finish with steel wool to remove all traces of oxidation, regardless of how clean the surface may appear. Use solder specified for piping system and non-corrosive paste flux. Do not use acid core solder or lead base solder. Do not apply excessive heat that may soften or burn the tubing or fitting.

- E. Connect piping equipment without strain. Demonstrate absence of strain where requested by the Engineer. Make all branches and changes in size or direction with factory-fabricated fittings. Perform soldering operation in accordance with procedures outlined in AWS Publication, "Soldering Manual."
- F. Install threaded or compression fittings in strict accordance with manufacturer's recommendations.
- G. Installation of Valves - Install valves in the pipeline in the same manner specified for laying and jointing the pipe and in accordance with Engineer's Construction Standard.
- H. Valve Boxes - Except where specified otherwise, install valve boxes on all buried valves. Install boxes so that no stress is transmitted to the valve. Set boxes plumb and directly over the valve with the top of the box placed flush with the finished grade. Backfill and thoroughly compact around each box. Provide extended stems on valves where required so that the operating nut is not lower than 4 feet below finished grade.
- I. Water Meter Assemblies - Construct water meter assemblies in accordance with details shown on the drawings.
- J. Fire Hydrant Installation - Construct fire hydrants in accordance with Engineer's Construction Standard.

3.4 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.

3.5 DISINFECTION OF POTABLE WATERLINES

- A. General - Flush and disinfect potable waterlines in accordance with the procedure set forth in AWWA C651 Disinfecting Water Mains. Provide all temporary blow-offs, pumps, chlorination equipment, chlorine and all other necessary apparatus required.
- B. Pipe Cleaning - If the pipe contains dirt or heavy encrusted matter that cannot be removed by flushing, clean and swab the interior of the pipe with a 5 percent (50,00 ppm) chlorine solution.
- C. Preliminary Flushing - Flush pipeline prior to disinfection, except when the tablet method is used, to remove all remaining foreign material. The flushing operation shall develop a minimum velocity of 2.5 ft./sec.
- D. Chlorine Application - In general, chlorine shall be applied using the continuous feed method. However, on large diameter lines where this method is not practical, the slug method may be substituted.
- E. Continuous Feed Method - Introduce water in to the line at a constant rate while adding chlorine at a minimum concentration of 50 mg/l. Maintain the chlorinated water in the pipeline for a minimum of 24 hours after which period the treated water shall contain no less than 25 mg. /l or chlorine throughout the entire length. Repeat the above procedure if the residual at the end of the 24 hours fails to meet the minimum concentration.
- F. Slug Method - Introduce water with a minimum chlorine concentration of 300 mg/l at a constant measured rate into the pipeline. Apply the chlorine for a sufficient length of time to develop a solid column or slug of chlorinated water that will, as it passes along the line, expose all interior surfaces for a period of 3 hours. Check the application at the upstream end of the line.
- G. Final Flushing - After the required retention period, flush all heavily chlorinated water from the main until the chlorine concentration is no higher than that prevailing in the system, or less than 1 mg/l.
- H. Bacteriologic Tests - After completion of the final flushing and prior to placing the pipeline in service, collect samples from the end of the line and test for bacteriologic quality to show the absence of Coliform organisms. The number and frequency of samples shall conform to the requirements of the public health authority having jurisdiction but in no case shall the number be less than one for chlorinated supplies. Collect samples in sterile bottles from a standard corporation stop furnished and installed by the Contractor in the main. Do not

collect samples using a hose or fire hydrant.

- I. Repetition of Procedure - If the original disinfection fails to produce satisfactory samples, repeat the disinfection procedure at no additional expense to the Owner until specified results are obtained.

3.6 BEDDING - All pipe shall be installed using Bedding as described in the Plan Detail Sheets.

3.7 TRACER WIRE & MARKING TAPE

- A. All non-metallic water lines 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. The tracer wire shall be connected to all service saddles. Such connection shall be made from a splice extension from the main tracer wire to the bolt on the saddle. A loop of wire shall fully in circle the bolt in a clockwise direction.
- E. When water line extensions do not end or begin with a connection to an existing water line with a tracer wire, and where an extension dead-ends, a standard cast-iron valve box shall be placed over the water line and an extension of the tracer wire coiled to near the top of the valve box. Uncoiled the wire shall extend at least 18" out of the box.
- F. The tracer wire shall be terminated inside an electrical box attached to the base of all new fire hydrants. See standard detail sheet for specific features.
- G. Line Marker Signs – All water transmission lines (lines greater than 18" in diameter) shall have marker signs placed along the centerline of the buried pipe. The signs shall be a minimum of 10" x 12" in size. The sign shall be fastened to a steel sign post 7 feet in length. The post shall have a galvanized coating. The post shall be set a minimum of 24" in the ground. The sign material shall be constructed using 0.040" aluminum with a baked enamel finish that is highly weather resistant and durable. A pure high density poly coating with a thickness of 0.110" with UV inhibitors shall be applied to the aluminum. The signs shall contain the following wording:

CAUTION

City of _____
Buried Water Line
Call 999-999-9999

Before Digging

The word “CAUTION” shall be masked with a blue border in reflective lettering.

- H. Sign Location – Marker signs shall be located on either side of a street, highway or railroad crossing. Marker signs shall be located every 500 feet and at every change of pipe direction. The marker signs shall be located on the centerline of the pipe line where possible.
- I. Marking Tape – The contractor shall install underground warning tape on all water lines. 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 “WATER LINE”.

3.8 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

SECTION 02665 HORIZONTAL DIRECTIONAL BORE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK: This specification covers the requirements for furnishing all labor, equipment and materials associated with the installation of a high-density polyethylene (HDPE) waterline pipe by directional drilling method. This shall include, but not be limited to, steerable directional boring equipment, boring pits and equipment, sheeting maintenance of traffic and coordination with other Contractors, miscellaneous appurtenances to complete the work as shown on the contract drawings, cleanup and disposal of spoils, and restoration. Directional drilling operation shall be performed within the right of way and/or easements shown on the drawings.

The work specified herein shall include:

- A. Excavation of drilling and receiving pits.
- B. Potholing or other similar practices as required verifying underground utilities along the entry and exiting drill paths.
- C. Drilling of a pilot hole at prescribed line and grade.
- D. Reaming of the hole (as needed).
- E. Pullback of the HDPE pipe through the hole.
- F. Pressure testing of the HDPE pipe.
- G. All incidental work such as horizontal and vertical control points, survey, grids, permits, slurry treatment and disposal, shoring and casing of the pits if required, and all else necessary for the complete installation of the pipe in accordance with these specifications and contract documents.

1.2 QUALITY ASSURANCE: The requirements set forth in this document specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

A. Referenced ASTM Specifications

Property	Test Procedures	Metric Units*	English Units*
Cell Classification	ASTM D3350-05	345464C	Grade PE34
Melt Index	ASTM D1238	<.15 gm/10 min.	----
Tensile Strength (Yield)	ASTM D638	21-24 MPa	3000 – 3500 psi
Flexural Modulus	ASTM D790	----	110,000-160,000 psi
Environmental Stress			
Crack Resistance (ESCR)	ASTM F1473(PENT)	>100 hrs	>100 hrs
Ultimate Elongation	ASTM D638	>800%	>800%
Material Density	ASTM D1505	0.940-0.947 gm/cc	----
Brittleness Temperature	ASTM D746	<-118°C	<-180°C
Izod Impact Strength	ASTM D256	.32 KJ/m	6 ft – lb/in
Volume Resistivity	ASTM D991	>10 ¹⁵ ohm – cm	----
Thermal Expansion	ASTM D696	2x10 ⁻⁴ cm/cm°C	1.1x10 ⁻⁴ (in/in/°F)
Hydrostatic Design Basis @23°C	ASTM D2837		1600 psi

*Consult ASTM Standards for acceptable tolerances

B. Contractor's Qualifications

1. Directional drilling Contractor shall have actively engaged in the installation of pipe using on-grade boring for a minimum of three (3) years. Evidence of qualification shall be submitted with Bid.
2. Field supervisory personnel employed by the directional drilling contractor shall have at least (3) years experience in the performance of the work. Qualifications shall be submitted with Bid.
3. The Owner reserves the right to require an on-site representative of the directional drilling equipment manufacturer and/or a representative of the drilling fluids manufacturer, knowledgeable in the use of the product(s). The cost for the on-site representative(s) will be paid on an hourly basis plus expenses without any markup or profit by the contractor.

1.3 SUBMITTALS

- A. Work Plan: Prior to beginning work, the Contractor shall submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project.
- B. Equipment: Contractor will submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project.
- C. Materials: Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings and any other item, which is to be an installed component of the project.

1.3 JOB CONDITIONS – Environmental Requirements

- A. Drilling operations must not interfere with or endanger surface and activity upon the surface. Areas outside designated work areas should not be disturbed. Examine work area and notify Engineer of conditions that may adversely affect work.
- B. Contractor shall conduct operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians and to adjacent property owners.
- C. Safety. The Contractor shall carry out the operations in strict accordance with all applicable OSHA regulations.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall take precautions to protect the pipe while being handled. Chain, end hooks, or cables slings shall not be used to handle pipe. Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe.
- B. Care shall be taken to protect the pipe from scarring, gouging, or excessive abrasion. Pipe with gouges greater than 10% of the minimum wall thickness will be rejected.
 - 1. If pipe is stacked, stacking height shall not exceed the manufacturer's recommendations.
 - 2. The Contractor shall comply with the Manufacturer's storage and handling requirements.

1.5 MANUFACTURER: All HDPE pipe and fitting shall be from a single manufacturer, who is fully experienced, reputable and qualified in the manufacture of the HDPE pipe to be furnished. The pipe shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications. Qualified manufacturers shall be: PLEXCO Division of Chevron Chemical Company, DRISCOPIPE as manufactured by Phillips Products Co., Inc., SCLAIRPIPE as manufactured by Dupont of Canada or Engineer-approved equivalent.

PART 2 - MATERIALS

2.1 HIGH DENSITY POLYETHELENE (HDPE) PIPE, JOINTS AND FITTINGS

- A. The pipe supplied under this specification shall be high performance, high molecular weight, high density polyethylene (HDPE) pipe conforming to PE3408 Standards. Minimum cell classification values of the pipe material shall be (345464C) as referenced in ASTM D 3350. The pipe shall be minimum DR 11. The fittings supplied under this specification shall be molded from a polyethylene compound having a cell

classification equal to or exceeding the cell classification of the pipe supplied under this specification.

B. Physical Properties of Pipe and Pipe Compound

1. Density – The density shall be 0.940-0.947 gms/cm when, tested in accordance with ASTM D 1505.
2. Melt Flow – Melt Flow shall be no greater than 0.15 gms/10 min.
3. Flex Modulus – Flex Modulus shall be greater than 110,000 psi when tested in accordance with ASTM D 790.
4. Tensile Strength at Yield – Tensile strength at yield shall be greater 3,200 psi when tested in accordance with ASTM D 638.
5. ECSR Environmental Stress Crack Resistance shall be in excess of 100 hours with zero failures.
6. Hydrostatic Design Basic shall be 1,600 psi at 23°C when tested in accordance with ASTM D 2837.

C. Pipe shall be made of virgin materials. The pipe shall contain no recycled compound except that generated in the manufacturer's own plant for resin of the same specification from the same raw material pipe.

D. Fittings

1. All molded fittings and fabricated fittings shall be fully pressure rated to match the pipe SDR pressure rating to which they are made. All fittings shall be molded or fabricated by the manufacturer. No Contractor fabricated fittings shall be used unless approved by the Engineer.
2. The manufacturer of the HDPE pipe shall supply all HDPE fittings and accessories as well as any adapters and/or specials required to perform the work as shown on the Drawings and specified herein.
3. All fittings shall be installed using butt-fused fittings, thermo fused fittings/couplings, or flanged adapters and must be approved by the Engineer. NO size on size wet taps shall be permitted.
4. All transition from HDPE pipe to ductile iron or PVC shall be made per the approval of Engineer and per the HDPE pipe manufacturer's recommendations and specifications. Unless otherwise directed by the Engineer, pipe of dissimilar materials shall be connected with stainless steel shielded water couplings. Gaskets shall meet ASTM C1173-91, 300 Series stainless steel shear ring with a minimum thickness of 0.012", 316 grade stainless steel nut and bolt tightening

clamps, shear ring and clamps to meet all requirements of ASTM A167-70. Transitional sizes shall utilize a one piece gasket. Stainless steel water coupling shall be manufactured by Mission Rubber Company MR Series, Fernco Inc. RC Series, or Engineer-approved equivalent.

E. Pipe and Fittings Markings:

1. The following shall be continuously indent printed on the pipe or spaced at intervals not exceeding 5 feet: Name and/or trademark of the pipe manufacturer; nominal pipe size; dimension ratio; the letters PE followed by the polyethylene grade in accordance with ASTM D1248 followed by the hydrostatic design basis in 160's of psi (e.g., PE 3408); manufacturing standard reference (e.g., ASTM F714 or D3035); and a production code from which the date and place of manufacture can be determined.
2. Fittings shall be marked with the manufacturer's name (or trade mark), the designation ASTM D and ASTM F 714, and the manufacturer's code identifying the resin manufacturer, lot number and date of manufacture.
3. Pipe and Fittings shall be homogeneous throughout and free of : serious abrasion, cutting, or gouging of the outside surface extending to more than 10 percent of the minimum wall thickness in depth; cracks; kinking (generally due to excessive or abrupt bending); flattening; holes; blisters; and other injurious defects. They shall be uniform as commercially practical in color, opacity, density, and other physical properties. Any pipe and fittings no meeting these criteria shall be rejected.
4. The average outside diameter and wall thickness of pipe and fittings shall conform to either IPS or DIPS when measured in accordance with ASTM D2122.

F. Joints:

1. Pipe lengths shall be assembled in the field with butt-fused joints in accordance with ASTM D 2657 and the pipe manufacturer's written instructions shall apply. Joint strength shall be equal to or greater than the tensile strength of the pipe and shall indicate a ductile rather than brittle fracture when tested.
2. Joint with Fusion Equipment: The fusion machine shall have hydraulic pressure control for fusing two pipe ends together and shall be equipped with gauges to monitor fusion pressures. The machine shall be equipped with an electric or gasoline engine powered facing unit to square and trim the pipe ends smooth and provide full surface contact with the heating plate. The heating plate on the fusion machine shall be electrically heated and thermostatically controlled with a temperature gauge and be capable of 10°F. Fusion temperature shall be as recommended by the pipe manufacturer. The heater plate shall be equipped with suitable means to measure the temperature of plate surfaces and to assure uniform heating such as thermometers or pyrometers.

3. Where excavations for pipe installation are made between manholes, the pipe shall be jointed by butt-fusion or per manufacturer's recommendations.
- G. The finished HDPE pipe shall be continuous over the entire length of run between two manholes and shall be free from visual defects.
- H. Certification: Submit certified lab data or manufacturer's written certifications to verify the physical properties of the materials supplied under this specification.
- I. Rejection: Polyethylene pipe and fittings may be rejected for failure to meet any of the requirements of this specification.
- J. Pipe Dimension: Pipe supplied under this specification shall have an actual inside diameter not less than the diameters of pipe shown in the Contract Documents.

2.2 EQUIPMENT

A. General

1. As a minimum, the directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the water pipe, a drilling fluid mixing, delivery and recovery system of sufficient capacity to successfully complete the bore, a guidance system to accurately guide boring operations, a vacuum truck of sufficient capacity to handle the drilling fluid volume, personnel meeting the training requirements, and all other equipment required to complete the installation. The Contractor has the option of using a drilling fluid recycling system capable of removing solids from the drilling fluid so that the fluid can be re-used.

B. Drilling System

1. Drilling Rig: The directional drilling machine shall consist of a hydraulically powered system to rotate, push, and pull hollow drive pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the bore. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The Contractor shall record this information and provide a copy to the Engineer. The rig shall be grounded during drilling and pull-back operations. There shall be a system to detect electrical current from the drilling string and on audible alarm which automatically sounds when an electrical current is detected.
2. Drill Head: The drill head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and drilling fluid jets.

3. Mud or Mechanical Motors (if required): Mud or Mechanical motors shall be of adequate power to turn the required drilling tools.
4. Drill Pipe: Shall be constructed of high quality 4130 seamless tubing, grade D or better, with a threaded box and pins. Tool joints should be hardened to 32-36 RC. If the Contractor chooses another type of drill pipe, the Contractor shall supply to the Engineer the reason for change along with drilling rig manufacturer's approval.

C. Guidance System

1. A magnetic guidance system (MGS), grade beacon or proven gyroscopic system shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The directional drilling guidance system shall have the capability of measuring vertical and horizontal positions and roll. The system shall obtain accuracy range within one-inch of the actual position of the drilling head. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction) and inclination (vertical direction).
2. The Contractor shall compute the position in the X, Y, and Z axis relative to the ground surface a minimum of every 1 foot. Ground surface elevation shall be based on surveyed field conditions.
3. The guidance system shall be of a proven type and shall be operated by personnel trained and experienced with the system.
4. The Contractor shall demonstrate a viable method to eliminate error. Contractor shall submit calibration results showing that the equipment is within tolerance. The Contractor shall follow the manufacturer's recommended calibration sequence and calibration time schedule.
5. The guidance system shall be capable of generating a plot of the bore hole survey for the purpose of an as-built drawing.
6. Contractor shall use a locating and tracking system capable of ensuring that the proposed horizontal and vertical alignment is installed as intended.

F. Drilling Fluid System

1. Mixing System: A self contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid. Mixing system shall continually agitate the drilling fluid during drilling operations.
2. Drilling Fluid: The Contractor shall use a drilling fluid suitable for the soil conditions as they exist for the project. The Contractor shall fully determine the

soil conditions prior to fluid selection (be it from additional geotechnical investigation, exposing utilities, digging a slurry catch pit or other method). This decision shall include product concentrations and additives.

3. **Delivery System:** The drilling fluid pumping system shall have a capacity to provide an adequate flow rate and pressure to facilitate the HDD operation as defined in the construction documents. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and conveyed to the drilling fluid recycling system (if used). A berm, minimum of 12" high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits, and drilling fluid recycling system to prevent spills into the surrounding environment. Pumps and or vacuum trucks of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage and recycling facilities.
4. **Drilling Fluid Recycling System:** If the Contractor chooses to use a drilling fluid recycling system, the system shall separate sand, dirt and other solids from the drilling fluid to render the drilling fluid re-usable. Spoils separated from the drilling fluid will be stored in a suitable location, as approved by the City, for later use or disposal.

2.3 OTHER EQUIPMENT

- A. **Pipe Rollers** - Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe while being hydrotested and during pullback operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. The HDPE pipe shall not be dragged across the surface.
- B. **Pullback** - Contractor shall use breakaway swivel or mechanical "weak link" to prevent overstressing of the pipe.
- C. **Pipe Rammers** - Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

PART 3 - INSTALLATION

3.1 GENERAL - The Engineer shall be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract. It shall be the responsibility of Engineer to provide inspection personnel at such times as appropriate without causing undue hardship by reason of delay to the Contractor.

- A. **Installation Tolerance** - Tolerance requirements for the installed pipe (HDPE) are performance oriented. Tolerances specified herein are the minimum requirements. It is

the sole responsibility of the Contractor to select the appropriate types of equipment, work methods and procedures to meet the tolerance requirements.

1. Gravity Systems – If the pipe is to convey water by gravity, it is essential that minimal to no changes in pipe slope occur and that a downward slope be maintained throughout the entire length of the pipe. The tie-in elevations shown for the beginning and ending of the HDD work of the project must meet the elevations shown on the plans. The ends of the pipe shall be located (horizontally and vertically) such that the HDPE pipe under this contract can be tied to other segments of water line without negative slopes or sags.
2. Pressurized Systems - If the pipe is to convey water by pressure, it is essential that the pipe has the minimal cover specified and there is no sharp bends in the pipe. The tie-in elevations shown for the beginning and ending of the HDD work of the project must meet the elevations shown on the plans. The ends of the pipe shall be located (horizontally and vertically) such that the HDPE pipe under this contract can be tied to other segments of water line.
3. The Owner reserves the right to reject pipe installed not meeting the tolerance requirements specified herein. It will be the responsibility of the Contractor to replace rejected work with pipe meeting these requirements. No additional compensation shall be provided to the Contractor for replacement of pipe not meeting tolerance requirements.
4. It is the responsibility of the Contractor to implement means and procedures compatible with anticipated ground conditions. The Contractor shall have a representative who is thoroughly knowledgeable of the equipment and HDD procedures present at the job site during the entire installation and available to address immediate concerns and emergency operations.
5. The Engineer must be notified immediately if any condition is encountered that stops the forward progress of drilling operations. When it is determined that it is impossible to continue drilling operations, the Contractor shall determine the best course of action. The Contractor may be allowed to abandon the completed portion in place and start a new hole as directed by the Engineer at no additional cost to the Owner.
6. Contractor shall take responsibility for the restoration of any damage caused by heaving, settlement, separation of pavement, escaping drilling fluid, or the directional drilling operation, at no cost to the Owner.
7. The installation of the water pipe into the bore hole shall be on the same day that the bore is completed to ensure the necessary support exists.
8. The required piping shall be assembled in a manner that minimizes the obstruction of adjacent roadways, driveways or public activities. The Contractor shall erect

temporary fencing around entry and exit pipes staging areas as needed. The Contractor staging areas shall be as approved by the Engineer.

9. Permits: The Contractor is responsible for obtaining all necessary permits. Copies of each permit shall be available to the Engineer at the work site.

3.2 PERSONNEL REQUIREMENTS: All personnel shall be fully trained in their respective duties as part of the directional drilling crew in safety.

3.3 DRILLING PROCEDURE

- A. Site Preparation - Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.
- B. Environmental Protection - Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any waterbody or wetland.
- C. Safety - Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to Engineer.
- D. Pilot Hole - The Contractor shall follow the pipeline alignment as shown on the Drawings, within the specified tolerances. If adjustments are required, the Contractor shall notify the Engineer for approval prior to making the adjustments.
 1. In the event of difficulties at any time during HDD operations requiring the complete withdrawal from the bore, the Contractor may be allowed to withdraw and abandon the bore and begin a second attempt at a location approved by the Engineer.
 2. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, contractor shall cease drilling, wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and then wait another 30 minutes. If mud fracture or returns loss continues, contractor will cease operations and notify Engineer. Engineer and contractor will discuss additional options and work will then proceed accordingly.

3. Establish an entry angle hole so that the curvature of the pilot hole does not exceed the allowable bending radius of the HDPE pipe.
4. Sags in the water pipe shall not exceed 10% of nominal pipe diameter.
 - a. Force mains and Gravity Lines - Sags will only be allowed where the entering and exiting grades are adequate to provide velocities through the sag area sufficient for moving solids. No more than one sag area shall occur between two manholes. The Engineer must approve the alignment of the bore before pipe can be pulled. If the pilot bore fails to conform to the above tolerances, the Engineer may require a new pilot boring be made.
5. At completion of the pilot hole drilling, provide Engineer tabulations of the horizontal and vertical alignment at minimum, intervals of 10 feet.

E. Pipe Installation

1. High Density Polyethylene (HDPE) Pipe shall be installed in accordance with the instruction of the manufacturer, as shown on the Drawings and as specified herein. A factory qualified joining technician as designated by the pipe manufacturer shall perform all heat fusion joints.
2. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe. Pipe or fitting shall not be dropped. All pipe or fitting shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe shall be repaired as directed by the Engineer. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner by the contractor, at his own expense.
3. Ropes, fabric or rubber protected slings and straps shall be used when handling pipes. Chains, cables or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe.
4. After the pilot hole is completed, the Contractor shall enlarge the hole by pre-reaming (as needed), and install a swivel to the reamer and commence pullback operations.
5. Contractor will ream bore hole to a minimum size necessary to safely and properly install the pipe. The annular space on the final bore hole shall not exceed 3-inches measured from the outside diameter of the host pipe.
6. The pipe being pulled into the bore shall be protected and supported by rollers so that it moves freely and is not damaged by debris on the ground during installation. The HDPE pipe may not be dragged across the ground surface.

7. Pullback forces shall not exceed the allowable pulling forces for the product pipe. The thickness of the pipe shall be increased by Contractor at their cost if pullback forces are anticipated to exceed the allowable pulling force on the specified pipe.
8. The Contractor shall allow sufficient lengths of pipe to extend past the termination point (4" minimum) to allow connections to adjacent pipe sections or manholes. Pulled pipe shall be allowed 12 hours of stabilization prior to making tie-ins. The length of extra product pipe shall be at the Contractor's discretion.
9. Contractor shall provide a temporary cap for the ends of the pipe until the connection or tie-ins are made. The end of the pipe shall be marked by a post or leaving a section of the pipe exposed.

F. Drilling Fluid:

1. Disposal of excess drilling fluid and spoils will be the responsibility of the Contractor who shall comply with all relevant regulations, right-of-way, work space, and permit agreements. Excess drilling fluid and spoils shall be disposed of properly. The Contractor is responsible for transporting all excess drilling fluid and spoils to the disposal site and paying any disposal costs. Excess drilling fluid and spoils shall be transported in a manner that prevents accidental spillage onto roadways. Excess drilling fluid and spoils shall not be discharged into sanitary or storm systems, ditches or waterways.
2. Drilling fluid returns (caused by fracturing or formations) at locations other than the entry and exit points shall be minimized. The Contractor shall immediately clean up any drilling fluid that inadvertently surfaces.
3. The Contractor shall be responsible for all fees and provisions for a clean water supply for mixing of drilling fluid.

G. Construction Practices:

1. Repair of Damaged Sections: Segments of pipe having cuts or gouges on the exterior of the pipe in excess of 10% of the minimum wall thickness of the pipe shall be cut out and removed or that section of pipe will be rejected. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method.
2. Pipe Joining: Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedure shall be capable of meeting all conditions, alignment, and fusion pressure. Pipe lengths to be joined by thermal butt-fusion shall be of the same type, grade, and class of polyethylene compound and supplied from the same raw material supplier.

3. Handling of Fused Pipe: Fused segments of pipe shall be handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable type chokers should be avoided. Nylon slings are preferred. Care should be exercised to avoid cutting or gouging the pipe.
 - a. The pipe fusion machine shall have the following minimum design features:
 - 1) Guide rods shall be in a plane that passes through the centerline of the pipe thus canceling the bending forces in the machine caused by the fusion forces.
 - 2) The clamp shall be mechanically or hydraulically operated and have the strength to “round up” the pipe close to the fused joint and clamp each piece of pipe on continuing straight centerline. The jaws shall be designed for quick installation and removal of inserts for smaller pipe sizes.
 - 3) The heater-plate shall be electrically heated, and thermostatically temperature controlled. The surface shall be smooth with a high quality Ryton coating. The machine shall be capable of maintaining the surface temperature set at the pipe manufacturer’s recommended temperature range. The heater plate shall be equipped with an indicating thermometer but surface temperatures should be checked with a pyrometer occasionally. The heater surface shall be kept clean and free from plastic accumulation.
 - 4) The hydraulically operated machines shall have a pressure regulator to preset the correct pressure for the desired fusion force, and there shall be an auxiliary system to control “feed” rate for the pipe face-off. Each machine shall be permanently equipped with a chart showing correct fusion pressure for each pipe size and wall thickness (DR).

3.4 FIELD TESTING

- A. Prior to any pipe testing the pipe shall be cleaned and ready for testing.
- B. After the pipe is in place, the Contractor shall provide and run a mandrel to check for anomalies in the form of sags, buckles, dents, excessive ovality, and any other deformations. Mandrel testing shall be completed a minimum of 30 days after installation of the water pipe. The pipe diameter of the installed pipe must be established to properly size the mandrel. Pipe ID dimensions and tolerances should be obtained from the pipe manufacturer. The mandrel run shall be considered acceptable if the survey results indicate that there are no sharp anomalies (e.g. dents, buckles, gouges, and internal obstructions) greater than 2 percent of nominal pipe diameter, or excessive ovality greater than 5 percent of the measured nominal diameter.
- C. Hydrostatic Pressure Testing:

1. At the Contractor's option, hydrostatic pressure testing of the pipe may be done each time after fusing several segments of the HDPE pipe segments together on the surface. The testing is intended to verify proper fusion of the pipe, but will not verify proper fusion of these segments to those previously installed. The test shall be conducted at a minimum 150 psi.
2. Once the pipe is installed, it shall be tested at a minimum pressure of 150 psi at the lower end of the bore for 4 hours to verify that the pipe or pipe joints have no cracks as a result of the installation. This test must be performed prior to any service connections.
3. Pipe not holding the specified pressure for the test duration shall be removed from the hole, repaired, and installed and tested again.
4. The cost of the hydrostatic test shall be included in the bid price for the appropriate sections of pipe.

3.5 CLEANING, SITE RESTORATION, AND INSPECTION

- A. Following drilling operations, contractor will demobilize equipment and restore the worksite to original condition. All excavations will be backfilled and compacted to 95% of original density. Landscaping will be restored to original. All mud shall be disposed of by the Contractor.
- B. The Contractor is required to maintain the work site in a neat and orderly condition throughout the period of work and after completing the work at each site, remove debris, surplus material and temporary structures erected by the Contractor. Upon completion of work, the site must be restored to its former condition.

3.6 RECORD KEEPING

- A. As-Builts - Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of project. As-built drawings shall be certified as to accuracy by the Engineer.

3.7 MEASUREMENT AND PAYMENT

- A. The unit price stipulated per linear foot for the various sizes of HDPE pipe shall include earth excavation and backfill, the furnishing of all labor, materials, tools, and appliances necessary to complete the work as specified, shown or directed. No additional payment will be made.
- B. The lengths of HDPE water pipe to be paid for under this Item shall be the total number of linear feet of each size actually furnished and placed in accordance with the Specifications, measured along the axis of the pipe after the pipe has been connected in place.

**ADDENDUM NO. 1
WHITTAKER STREET REHABILITATION RE-BID
CITY OF SHAWNEE**

APRIL 29, 2021

This Addendum No. 1 is hereby made a part of the contract documents to the same extent as though it were originally included therein, and shall supersede anything contained in the plans and specifications with which it might conflict. **This Addendum shall be acknowledged on Page 1 of the Bid Form and stapled to the Bid Documents.**

This addendum consists of the following revisions to the CONTRACT DOCUMENTS FOR:
WHITTAKER STREET REHABILITATION.

ITEM NO. 1 – BID DATE

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, May 17, 2021 and publicly read aloud at the Board Meeting being held at 6:00 p.m. on Monday, May 17, 2021.

ITEM NO. 2 – RE-BID SUMMARY ITEMS

- SHEETS 2-4 Identify which waterline materials are “LABOR ONLY”. The material for these items will be provided by the City of Shawnee. The bid for these items shall be installation per plans and specifications only.
- SHEETS 6 Identifies a revised Typical Section which incorporates Fly Ash. SHEETS 2-4 Identify bid quantity and corresponding notation.

All other provisions of the Contract Documents shall remain in full force and effect.

HOLLOWAY, UPDIKE AND BELLEN, INC.



Dale Seaton, P.E.
Sr. Project Manager



**ADDENDUM NO. 2
WHITTAKER STREET REHABILITATION RE-BID
CITY OF SHAWNEE**

APRIL 30, 2021

This Addendum No. 2 is hereby made a part of the contract documents to the same extent as though it were originally included therein, and shall supersede anything contained in the plans and specifications with which it might conflict. **This Addendum shall be acknowledged on Page 1 of the Bid Form and stapled to the Bid Documents.**

This addendum consists of the following revisions to the CONTRACT DOCUMENTS FOR:
WHITTAKER STREET REHABILITATION.

ITEM NO. 1 – PROJECT QUESTIONS

All questions must be submitted to the project manager at dseaton@hubengineers.com by 3:00 p.m. on Monday, May 10, 2021.

All other provisions of the Contract Documents shall remain in full force and effect.

HOLLOWAY, UPDIKE AND BELLEN, INC.



Dale Seaton, P.E.
Sr. Project Manager

