

AGENDA
BOARD OF CITY COMMISSIONERS
May 17, 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. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 14.
 - 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

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

"National Public Works Week"
May 16-22, 2021
5. Discussion and consideration to enter into a four-year lease agreement for a Case Motor Grader.
6. Discussion and consideration to establish the Shawnee Film and Music Office within the City of Shawnee Department of Tourism.
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.
8. Discussion and consideration of Streatery Guidelines.
9. Administrative Report:

- a. Planning Director Rebecca Blaine – 113 South Philadelphia Avenue
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.)
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.)
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.
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.
14. Consider Bids:
 - a. Whittaker Street Rehabilitation Project No. 20SHAWWHITST (Open)
15. Acknowledge monthly Sales Tax and Budget Reports.
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.
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.
18. New Business

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

20. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. b.

Meeting Date: 05/17/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 3, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

MAY 3, 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 3, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 2:33 p.m. on April 30, 2021. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Absent
Commissioner Ward 1

Absent
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Daniel Matthews, Bob Weaver

INVOCATION Commissioner Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Rob Morris spoke regarding the auditor's report, the Shawnee Arts and Culture Commission, and the upcoming Community Service Contract Review Committee meeting.

Ms. Suzanne Brown addressed the Bed and Breakfast code definitions, specifically, the difference between owner occupied or resident manager occupied.

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 Shawnee Municipal Authority Agenda Item No. 3.
- b. Minutes from the April 19, 2021 regular meeting.
- c. Acknowledge the following minutes:
 - Traffic Commission Minutes from the January 26, 2021 regular meeting
- d. Approve renewal of the following agreements for Fiscal Year 2021-2022:
 - 1) Agreement with Pioneer Library Systems for library services, facilities, and maintenance.
 - 2) Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Shawnee Twin Lakes Trap Range.
- e. Lake Lease Transfer:

TRANSFER:

Lot 1A Mosler Tract, 33001 Lake Road

From: Jake Clanin, dba Rosewood Farms, LLC

To: Greta Madson, dba Greta Madson Enterprises, LLC, dba Lakeside Wedding Venue

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve the Consent Agenda Item Nos. 2 (a-e). Motion carried 5-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officers Wendy Cole and Brandy Spoon introduced Azure, a two-year-old, female canine.

Officer Cole advised that the Animal Shelter currently has sixteen dogs, thirteen cats, and a pig. A Mother's Day adoptathon will be held this weekend; the first fourteen adoption fees will be waived.

AGENDA ITEM NO. 4:

Mayor's Proclamations:

"Better Hearing Month"
May 2021

Dr. Kurt Kalies and Dr. Calyn Russ, Hearing Health Care, Inc., accepted the Mayor's Proclamation for "Better Hearing Month" presented by Mayor Bolt.

AGENDA ITEM NO. 5:

Presentation of independent auditor's reports for the Comprehensive Annual Financial Report.

Finance Director Ashley Neel provided an overview of the results from the Comprehensive Annual Financial Report. She explained the City received an unmodified opinion on both the financial statements and compliance with major federal programs. This means that with the financial statements conforms with General Accepted Accounting Principles (GAAP) and they are free from material misstatements.

Ms. Neel stated there was one compliance issue. The City exceeded budgeted appropriations in the general government and culture and recreation areas. Management is implementing budgeting and transparency software to guard against exceeding appropriations in the future.

AGENDA ITEM NO. 6:

Presentation of the 2020 Performer by Crawford and Associates.

Mr. Frank Crawford with Crawford and Associates explained what a Performer was and how the City of Shawnee currently ranked. He stated in 2020 the City of Shawnee had a 6.4 rating. He advised the rating includes three components: 1) Financial performance – 8.5 rating; 2) Financial position – 3.1 rating; and 3) Financial Capability – 7.4 rating.

AGENDA ITEM NO. 7:

Consideration to purchase a restroom building to be installed at Glenn Collins Park, Shawnee Twin Lakes, in the amount of \$68,120.00.

Public Works Director Brad Schmidt gave a staff report and explained the proposed restroom building will be installed at the Glenn Collins Park at the Shawnee Twin Lakes. He advised it would replace two primitive style restrooms that currently do not have running water.

A motion was made by Commissioner Sehorn, seconded by Commissioner Flood, to approve the purchase of a restroom building to be installed at Glenn Collins Park, Shawnee Twin Lakes, in the amount of \$68,120.00. Motion carried 5-0.

AYE: Sehorn, Flood, Bolt, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 8:

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma supporting the efforts of local businesses and the citizens of Shawnee to continue to follow medical guidance with regard to face coverings.

City Manager Chance Allison explained the proposed resolution is supporting the efforts of local businesses and the citizens of Shawnee who wish to continue to wear face coverings.

Resolution No. 6628 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA SUPPORTING THE EFFORTS OF LOCAL BUSINESSES AND THE CITIZENS OF SHAWNEE TO CONTINUE TO FOLLOW MEDICAL GUIDANCE WITH REGARD TO FACE COVERINGS.

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to approve a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma supporting the efforts of local businesses and the citizens of Shawnee to continue to follow medical guidance with regard to face coverings. Motion carried 5-0.

AYE: Flood, Sehorn, Salter, Bolt, Rutherford

NAY: None

AGENDA ITEM NO. 9:

Consideration of a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2021 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.

City Manager Chance Allison explained this resolution is allowing the Mayor to cast a ballot on behalf of the City of Shawnee for the 2021 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.

Resolution No. 6629 was introduced.

A RESOLUTION AUTHORIZING AND DIRECTING ED BOLT, MAYOR AN AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2021 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees. Motion carried 5-0.

AYE: Rutherford, Sehorn, Salter, Flood, Bolt

NAY: None

AGENDA ITEM NO. 10:

Consideration of a resolution approving a project agreement with the Oklahoma Department of Transportation regarding the construction of an Industrial Access Project. Project No. SAP-263D(070); J/P No. 34086(04).

City Engineer Seth Barkhimer explained this resolution is to approve a project agreement with the Oklahoma Department of Transportation (ODOT) regarding the construction of an Industrial Access Project. The proposed project begins at Kickapoo Spur on North Leo Avenue and extends northerly, approximately 2,000 feet to Independence Street, then west on Independence Street for approximately 1,500 feet, and the remaining section of North Leo Avenue between Independence Street and State Highway 270/177. The City will initially pay all cost; however, ODOT will reimburse \$275,000.00 of the City's expenses. Pottawatomie County has agreed to reimburse the City \$25,000.00 for a total reimbursement of \$300,000.00. The current construction estimate is \$332,492.89.

Resolution No. 6630 was introduced.

A RESOLUTION APPROVING A PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF AN INDUSTRIAL ACCESS PROJECT.

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to approve a resolution approving a project agreement with the Oklahoma Department of Transportation regarding the construction of an Industrial Access Project. Motion carried 5-0.

AYE: Flood, Sehorn, Salter, Bolt, Rutherford

NAY: None

AGENDA ITEM NO. 11:

Consideration of a request for additional stop signs at the intersection of Kennedy Street and Norwesco Road.

City Engineer Seth Barkhimer explained Norwesco has requested additional stop signs on Kennedy Street. He advised there is currently one stop sign on Norwesco Road at the Kennedy Street intersection; however, traffic on Kennedy Street is not stop controlled. With the growth of Norwesco and Dexter's Axle, traffic in this area has recently elevated. Staff and the Traffic Commission recommend approval of this request.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve a request for additional stop signs at the intersection of Kennedy Street and Norwesco Road. Motion carried 5-0.

AYE: Rutherford, Sehorn, Salter, Flood, Bolt

NAY: None

AGENDA ITEM NO. 12:

Consideration of a Final Plat for Cardinal Point Addition – Phase I, a 12.08-acre tract, located approximately 1,150 feet east of North Union Avenue located on the north side of East 45th Street. Case No. P07-21, Applicant: Cardinal Point Development, LLC. *(Deferred from the April 19, 2021 City Commission meeting.)*

Planning Director Rebecca Blaine gave a staff report. She explained this is a resubmittal of the Final Plat. She advised it does meet all criteria of the Subdivision regulations. Staff does recommend approval of this submittal.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a Final Plat for Cardinal Point Addition – Phase I, a 12.08-acre tract, located approximately 1,150 feet east of North Union Avenue located on the north side of East 45th Street. Motion carried 5-0.

AYE: Sehorn, Rutherford, Salter, Flood, Bolt

NAY: None

AGENDA ITEM NO. 13:

An ordinance amending portions of Chapter 22, Division 2, Section 22-744 – Term of Office - of the Shawnee City Code of Ordinances, by amending Chapter 22 defining the term of office; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

City Clerk Lisa Lasyone explained this amendment clears up the Term of Office language.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve an ordinance amending portions of Chapter 22, Division 2, Section 22-744 – Term of Office - of the Shawnee City Code of Ordinances, by amending Chapter 22 defining the term of office; providing for repeal; providing for severability; providing for codification.

Ordinance No. 2719NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 22, DIVISION 2, SECTION 22-744 – TERM OF OFFICE - OF THE SHAWNEE CITY CODE OF ORDINANCES, BY AMENDING CHAPTER 22 DEFINING THE TERM OF OFFICE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

Motion carried 5-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter

NAY: None

Ordinance No. 2719NS was adopted by the City Commission

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve the emergency clause relating to Ordinance No. 2719NS. Motion carried 5-0.

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

AGENDA ITEM NO. 14: Consideration of Mayor's Appointments:

Shawnee Arts & Culture Commission

Carmen Wolf 1st Full Term Expires: May 1, 2023
Appointment to new board – Organizational Member

Katie Goodson 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

John Grider 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

Lucas Simmons 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

LeAnne Henry Wright 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

Robbie Kienzle 1st Full Term Expires: May 1, 2023
Appointment to new board – At large Member

Tera Leigh 1st Full Term Expires: May 1, 2023
Appointment to new board – At large Member

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve the Mayor's Appointments to the Arts and Culture Commission. Motion carried 5-0.

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

AGENDA ITEM NO. 15:

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

There was no New Business.

AGENDA ITEM NO. 16:

Commissioners Comments

Commissioner Flood stated he was thankful for the outcome of the audit. He expressed his continued excitement for the Shawnee Arts and Culture Commission. He is looking forward to seeing how they will help businesses.

Vice Mayor Rutherford commented on the Glenn Collins Park restrooms, and the audit results.

Commissioner Sehorn echoed Vice Mayor Rutherford's comments on the restrooms at Glenn Collins Park. He also thanked Finance Director Ashley Neel for her work on the budget.

Mayor Bolt also commented on the audit presentations. He stated the City of Shawnee is fortunate to have such qualified applicants for the Shawnee Arts and Culture Commission.

Mayor Bolt commented on the new Shawnee SSM Health St. Anthony Hospital building on North Harrison Street. He noted it is a great addition to the community.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:05 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:11 P.M.)

AGENDA ITEM NO. 17:

Discussion, consideration, and possible action to enter into executive session for discussion related to the employment of Municipal Judge in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or

resignation of any individual salaried public officer or employee.”

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to enter into executive session for discussion related to the employment of Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee.” Motion carried 5-0.

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

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:12 P.M.
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 7:40
P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 18:

Consider matters discussed in executive session related to the employment of Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee.”

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to terminate the current contract with the Municipal Judge. Motion carried 5-0.

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

AGENDA ITEM NO. 19:

Consideration of a proposal with Atwood Law Firm for Municipal Judge services.

City Manager Chance Allison explained Municipal Judge Atwood has proposed a fee structure as opposed to a contract for employment. The proposal is

to compensate Judge Atwood at the rate of \$200.00 an hour for Municipal Judge services.

City Attorney Joe Vorndran clarified the action taken in the previous item to terminate the Municipal Judge's contract and this item are in concert with a tax opinion received from a tax attorney regarding municipal judge's compensation. He advised this action has no effect on the two-year appointment of Judge Atwood, only altering how he is compensated to conform with said opinion.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to accept the proposal with Atwood Law Firm for Municipal Judge services. Motion carried 5-0.

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

AGENDA ITEM NO. 20:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:43 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 05/17/2021

Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports:

- License Payment Report for April 2021
 - Project Payment Report for April 2021
-

Attachments

License Payment Report

Project Payment Report



Entity Fee Report

04/01/2021 - 04/30/2021

Name	Contractor	Fee Name	Payment Date	Fee Amount
WALLS ELECTRIC	ROBERT WALLS	Contractor License - Annual Renewal	4/30/2021	75.00
MICHAEL LOWREY		Lake Lease		746.00
HAROLD DAUGHERTY	CAROLYN DAUGHERTY	Alarm Registration - Annual Renewal	4/30/2021	15.00
PAMELA STREET		Lake Lease	4/29/2021	746.00
KASEY MILLER		Lake Lease	4/29/2021	746.00
KATHRYN E BROWN		Alarm Registration - Annual Renewal	4/29/2021	15.00
LOUIS HODGES		Alarm Registration - Annual Renewal	4/29/2021	15.00
PRESTON WEIBEL	GAYLE WEIBEL	Alarm Registration - Annual Renewal	4/29/2021	15.00
WYNELLE ROBINSON		Alarm Registration - Annual Renewal	4/29/2021	15.00
JAMES SMITH		Alarm Registration - Annual Renewal	4/29/2021	15.00
RANDALL HYDEN	LANORA HYDEN	Alarm Registration - Annual Renewal	4/29/2021	15.00
CARLA N		Alarm	4/29/2021	15.00

HARRIS		Registration - Annual Renewal		
PHARM+HOUSE, INC	VIC GRISSOM	Medical Marijuana		1,500.00
PHARM+HOUSE, INC	VIC GRISSOM	Medical Marijuana		1,500.00
GREGORY RYAN	DEBRA RYAN	Lake Lease		746.00
GREGORY RYAN	DEBRA RYAN	Lake Lease		746.00
JOHN EDWARDS	TEWANNA EDWARDS	Alarm Registration - Initial	4/26/2021	25.00
RANDELL BRANSCUM		Alarm Registration - Annual Renewal	4/26/2021	15.00
MARY LYNETTE JONES		Alarm Registration - Initial	4/26/2021	25.00
B & H CONSTRUCTION	JOHN DODD	Contractor License - Annual Renewal	4/26/2021	75.00
LAKESIDE WEDDING VENUE	GRETA MADSON ENTERPRISES, LLC	Inspection	4/26/2021	75.00
LAKESIDE WEDDING VENUE	GRETA MADSON ENTERPRISES, LLC	Transfer fee	4/26/2021	1,000.00
LAKESIDE WEDDING VENUE	GRETA MADSON ENTERPRISES, LLC	Lake Lease	4/26/2021	746.00
BRICKHOUSE LLC	KARLA JENNINGS	Mixed Beverage - Renewal	4/26/2021	900.00
KAZ FUNITURE	NICOLE HALEY	Alarm Registration - Annual Renewal	4/23/2021	15.00
VICTORIA'S TACOS LLC	JESSICA L BALBUEAN MORENO	Food Truck	4/23/2021	200.00
TORNADO SAFE, LLC	TORNADO SAFE, LLC	Storm Cellar Installer		75.00
R & O SIGN CO	RONALD	Sign Hanger	4/22/2021	75.00

	OWENS			
AE FUNERAL SERVICES LLC	DONALD TODD TRAMEL	Retail	4/21/2021	50.00
REID PLUMBING INC	BRENTLY R REID	Contractor License - Initial	4/21/2021	100.00
ROBERT HARTLEY	JUDY HARTLEY	Alarm Registration - Initial	4/21/2021	25.00
SHINE SOLAR, LLC	JOHN HAYWARD	Contractor License - Annual Renewal	4/22/2021	75.00
NICHOLAS MARTIN		Itinerant Merchant - Yearly	4/20/2021	50.00
YEARWOOD DESIGN WORKS	MARK YEARWOOD	Sign Hanger		75.00
JENNIFER MONTGOMERY-NICHOLS		Itinerant Merchant - Yearly	4/27/2021	50.00
JIMMY BE QUICK PLUMBING	JAMES GAWF	Contractor License - Annual Renewal	4/19/2021	75.00
A BETTER PLUMBING	JAMES DOLPH	Contractor License - Initial	4/22/2021	100.00
VIP PLUMBING OK	SAMUEL MILEY	Contractor License - Initial	4/20/2021	100.00
RODGERS ELECTRIC	JACK RODGERS	Contractor License - Annual Renewal	4/16/2021	75.00
SOUTHERN SOUL CANCO, LLC	JASON CARAWAY	Retail		50.00
SOUTHERN SOUL CANCO, LLC	JASON CARAWAY	Medical Marijuana		1,500.00
SOUTHERN SOUL CANCO, LLC	JASON CARAWAY	Medical Marijuana		1,500.00
WALKER FUNERAL & CREMATION	MARK W RILEY	Retail	4/16/2021	50.00

SERVICE				
STORM SAFE INGROUND SHELTERS	STORM SAFE INGROUND SHELTERS	Storm Cellar Installer		75.00
HINA COLLECTIVE	JEFFERY SMITH	Retail		50.00
HINA COLLECTIVE	JEFFERY SMITH	Medical Marijuana		1,500.00
HINA COLLECTIVE	JEFFERY SMITH	Medical Marijuana		1,500.00
CENTRIC HEALTH CARE	TIM WIGINGTON	Retail	4/13/2021	50.00
WOLF & LINDA GUGLER		Lake Lease	4/12/2021	746.00
GREGORY TREECE	MARY BETH TREECE	Lake Lease	4/12/2021	746.00
GREGORY TREECE	MARY BETH TREECE	Transfer fee	4/12/2021	1,000.00
GREGORY TREECE	MARY BETH TREECE	Inspection	4/12/2021	75.00
MOOSMAN MOTORS	ROBERT SCOTT	Retail		50.00
AIM HEAT & AIR LLC	JOSHUA MCCALISTER	Contractor License - Annual Renewal	4/12/2021	75.00
LISA MOODY		Alarm Registration - Annual Renewal	4/12/2021	15.00
WELCO ELECTRIC INC	WILLIAM L WILLIAMS	Contractor License - Annual Renewal	4/12/2021	75.00
HI-TECH PLUMBING & LEAK DETECT	JAMEY MULLIN	Contractor License - Annual Renewal	4/12/2021	75.00
GEORGE PATRICK PLUMBING LLC	GEORGE PATRICK	Contractor License - Initial	4/9/2021	100.00
CHARLES MCNEAR		Alarm Registration - Initial	4/8/2021	25.00
JAMES GREEN		Alarm Registration - Annual	4/8/2021	15.00

		Renewal		
MICHAEL TURK		Lake Lease	4/8/2021	746.00
ALLTERRAIN ELECTRIC, LLC	THOMAS MILLER	Contractor License - Initial	4/7/2021	100.00
VELOCITY AIR CO LLC	COLTON WALKER	Contractor License - Initial	4/5/2021	100.00
TACO BELL	KMAC ENTERPRISES INC ATTN: GRANT LEMASTER	Alarm Registration - Annual Renewal	4/5/2021	15.00
TACO BELL	KMAC ENTERPRISES INC ATTN: GRANT LEMASTER	Alarm Registration - Annual Renewal	4/5/2021	15.00
MICHAEL TURNER		Alarm Registration - Annual Renewal	4/5/2021	15.00
MICHAEL PERCELL		Alarm Registration - Annual Renewal	4/5/2021	15.00
MARSH ELECTRIC	PATRICK MARSH	Contractor License - Initial	4/2/2021	100.00
MARY WALL		Alarm Registration - Annual Renewal	4/2/2021	15.00
ANGELA WATSON		Alarm Registration - Annual Renewal	4/2/2021	15.00
JAMES WILSON		Alarm Registration - Annual Renewal	4/2/2021	15.00
COMPOSITE LODGE #107	BOB PETERS	Alarm Registration - Annual Renewal	4/2/2021	15.00
CLIFTON WHITE	SONYA WHITE	Alarm Registration - Annual Renewal	4/2/2021	15.00

VETS SEPTIC SERVICE INC	WILL FRYE	Contractor License - Annual Renewal	4/2/2021	75.00
GEORGE'S TIRE CENTER	GEORGE DAVIS	Retail	4/2/2021	50.00
HARVEST 5, LLC	TAYLOR LANGLEY	Retail	4/14/2021	50.00
HARVEST 5, LLC	TAYLOR LANGLEY	Medical Marijuana	4/14/2021	1,500.00
OKLAHOMA ROOTS	CHANCE GILBERT	Alarm Registration - Annual Renewal	4/1/2021	15.00
SHIRLEY D JACKSON		Alarm Registration - Annual Renewal	4/1/2021	15.00
JIM WILLIAMS		Alarm Registration - Annual Renewal	4/1/2021	15.00
MICHAEL TULLY		Alarm Registration - Annual Renewal	4/1/2021	15.00
MCM ELECTRICAL LLC	RODERICK MCGARY	Contractor License - Initial	4/1/2021	100.00
PRIME ELECTRIC COMPANY, INC	PAUL ISER	Contractor License - Initial	4/1/2021	100.00
VETERAN PLUMBING SERVICES, LLC	DAVID WHEELER	Contractor License - Initial	4/1/2021	100.00
				23,414.00

Total Records: 84

5/3/2021



Permit Report

04/01/2021 - 04/30/2021

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20210364	4/30/2021	O - Sign	39004 W MACARTHUR SUITE 100	SIGNS & WONDERS	ADD ON	2,000	18	
20210363	4/30/2021	O - Sign	1416 N HARRISON AVE	R & O SIGN CO	REPLACE EXISTING SIGNS	12,200	0	\$150.00
20210362	4/30/2021	B - Commercial - New	1502 N HARRISON	MICHELE MCCOY	NEW CONSTRUCTION	450,000	638	\$164.00
20210361	4/30/2021	P - Plumbing	917 N KICKAPOO	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20210360	4/29/2021	M - Mechanical	4901 N KICKAPOO	SPARKS HEAT & AIR INC	CHANGE OUT - SANTA FE	0	0	\$104.50
20210359	4/29/2021	M - Mechanical	3901 N KICKAPOO #33	A/C DOCTORS, LLC	CHANGE OUT	0	0	\$67.00
20210358	4/29/2021	O - Paving Cut and Boring	1441 E BRADLEY	TSU ONE	ROAD BORE	0	0	\$60.00
20210357	4/29/2021	E - Electrical	1005 MUIRFIELD DR	BOSS ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20210356	4/27/2021	O - Sign	3715 N HARRISON	SIGN FACTORY LLC	WALL SIGN	3,300	18	
20210355	4/27/2021	B - Storm Shelter	1921 GLENBROOK DR	SAMANTHA ILIFF	NEW INSTALLATION	3,050	18	\$29.50
20210354	4/27/2021	P - Plumbing	524 N ROOSEVELT AVE	LUCKY DAY HEATING & AIR CONDITIONING	REMODEL	0	0	\$79.50
20210353	4/27/2021	B - Solar Panels	911 N PESOTUM	SHINE SOLAR	NEW INSTALLATION	23,760	309	\$70.16

20210352	4/26/2021	P - Plumbing	909 N MCKINLEY	B & H CONSTRUCTION	REPAIR	0	0	\$54.50
20210351	4/26/2021	ZBOA - Zoning Change & Conditional Use Permit	33001 LAKE RD	GRETA MADSON ENTERPRISES, LLC	CONDITIONAL USE PERMIT	0	0	\$330.00
20210350	4/26/2021	M - Mechanical	7 BINGHAM CI	WATKINS HEAT & AIR	CHANGE OUT	0	0	
20210349	4/26/2021	P - Plumbing	2402 N UNION AVE	COWBOYS PLUMBING	REPLACE	0	0	\$54.50
20210348	4/26/2021	O - Sign	4603 N Kickapoo	DALMARC SIGNS	SIGN	6,000	19	\$50.00
20210347	4/26/2021	O - Sign	4603 N Kickapoo	DALMARC SIGNS	SIGN	1,500	15	\$50.00
20210346	4/26/2021	O - Sign	4603 N Kickapoo	DALMARC SIGNS	SIGN	9,000	20	\$50.00
20210345	4/26/2021	B - Solar Panels	27 E SEVERN	SHINE SOLAR	NEW INSTALLATION	21,761	311	\$70.59
20210344	4/26/2021	P - Plumbing	815 N BROADWAY	VETERAN PLUMBING SERVICES	REPLACE	0	0	\$54.50
20210343	4/23/2021	B - Residential - New	31902 HOMER LN	ETHAN HAVLICEK	NEW CONSTRUCTION	251,978	3,520	\$752.50
20210342	4/23/2021	P - Plumbing	7 COUNTRY CLUB RD	AQUA PLUMBING SERVICES	GAS EXTENSION	0	0	\$54.50
20210341	4/23/2021	B - Commercial - Remodel	1531 N HARRISON	RB AMERICAN GROUP / JASON MANSON	REMODEL	180,000	2,654	\$668.00
20210338	4/22/2021	PC - Conditional Use Permit	15515 Perry Rd	EDWARD & SANDRA MOORE	CONDITIONAL USE PERMIT	0	0	\$280.00
20210337	4/22/2021	M - Mechanical	1014 BURNING WOOD DR	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$67.00
20210336	4/22/2021	P - Plumbing	5825 N HARRISON AVE	PERSONAL PLUMBING	REMODEL	0	0	\$54.50
20210335	4/21/2021	P - Plumbing	901 N MCKINLEY	DALE'S PLUMBING	REPAIR	0	0	\$114.50

20210334	4/21/2021	O - Paving Cut and Boring	901 N MCKINLEY	DALE'S PLUMBING	STREET CUT	0	0	
20210333	4/21/2021	P - Plumbing	620 N LOUISA AVE	VIP PLUMBING OK	REPAIR	0	0	\$54.50
20210332	4/20/2021	O - Chicken Permit	2101 N MCKINLEY AVE	TRAVIS HOLSTEN	CHICKEN	0	0	\$15.00
20210331	4/20/2021	B - Commercial - Remodel	1801 N KICKAPOO	RB AMERICAN GROUP / JASON MANSON	REMODEL	180,000	3,022	\$760.00
20210330	4/20/2021	P - Plumbing	303 S MINNESOTA AVE	COWBOYS PLUMBING	REPLACE	0	0	\$54.50
20210329	4/19/2021	P - Plumbing	322 E MAIN ST	CS PLUMBING	REPAIR - GAS LINE	0	0	\$54.50
20210328	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	WALL SIGN	3,000	35	
20210327	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	WALL SIGN	2,500	28	
20210326	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	WALL SIGN	6,000	70	
20210325	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	WALL SIGN	3,200	38	
20210324	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	WALL SIGN	1,300	15	
20210323	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	WALL SIGN	2,400	28	
20210322	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	SIGN	15,200	35	
20210321	4/19/2021	O - Sign	4921 N AUTOMALL DR	DALMARC SIGNS	SIGN	11,000	35	\$400.00
20210320	4/19/2021	E - Electrical	1414 LAVERNE AVE	SOLID STATE ELECTRIC	REMODEL	0	0	\$104.50
20210319	4/19/2021	P - Plumbing	16 CROWN POINT	JIMMY B QUICK PLUMBING	GENERATOR	0	0	\$54.50
20210318	4/16/2021	M - Mechanical	4901 N KICKAPOO	KS HEATING & AIR CONDITIONING	CHANGE OUT - SAKURA	0	0	\$379.50
20210317	4/16/2021	B - Accessory Structure	2215 WHISPERING PINE BLVD	CHARLES LEWIS	MOVE ON	1,500	288	\$54.50

20210316	4/16/2021	B - Storm Shelter	10 BRENTWOOD PL	STACY YOUNGBLOOD	NEW INSTALLATION	3,400	35	\$29.50
20210315	4/15/2021	P - Plumbing	1625 N BROADWAY	QUALITY PLUMBING	GAS LINE	0	0	\$54.50
20210314	4/15/2021	P - Plumbing	1506 N CENTER AVE	VTEREAN PLUMBING SERVICES LLC	REPLACEMENT	0	0	\$54.50
20210313	4/15/2021	E - Electrical	16 CROWN POINT	FULL SPEED ELECTRIC	REAPIR	0	0	\$54.50
20210312	4/15/2021	E - Electrical	424 S LOUISA	FULL SPEED ELECTRIC	REAPIR	0	0	\$54.50
20210311	4/13/2021	M - Mechanical	311 S OSAGE	ACOCK CLIMATE CONTROL	CHANGE OUT	0	0	\$67.00
20210310	4/13/2021	B - Commercial - Add On	190 SHAWNEE MALL DR	ADVANCED MAINTENANCE COMPANY	NEW CONSTRUCTION	10,000	960	\$244.50
20210309	4/13/2021	E - Electrical	14106 ACME RD	WILSON ELECTRIC HEAT & AIR	REPAIR	0	0	\$54.50
20210308	4/12/2021	B - Storm Shelter	2708 NORTHRIDGE RD	ALICIA CAMPOS	NEW INSTALLATION	3,250	0	\$29.50
20210307	4/12/2021	PC - Amend Comp Plan	3800 N MARKET AVE	NELMON BRAUNING	AMEND COMP PLAN	0	0	\$628.00
20210306	4/12/2021	B - Accessory Structure	17104 MAGNINO RD	DANA BROWNING	NEW CONSTRUCTION	12,500	1,200	\$259.50
20210305	4/12/2021	P - Plumbing	1501 E MAIN	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20210304	4/9/2021	B - Residential - Add On	5 LAKEVIEW CI	PAUL CALMES	ADD ON	100,000	600	\$132.00
20210303	4/9/2021	P - Plumbing	410 S PARK AVE	COWBOYS PLUMBING	REPAIR	0	0	\$54.50
20210302	4/9/2021	P - Plumbing	4006 N AYDELOTTE	DALE'S PLUMBING	REPLACE	0	0	\$54.50
20210301	4/8/2021	O - Demolition and Moving	901 N KICKAPOO	MIDWEST WRECKING	MOTEL	0	0	

20210300	4/8/2021	B - Solar Panels	806 W BENEDICT ST	MARC JONES CONSTRUCTION	NEW INSTALLATION	53,000	699	\$153.04
20210299	4/8/2021	B - Solar Panels	723 N BEARD	MARC JONES CONSTRUCTION	NEW INSTALLATION	33,078	300	\$68.25
20210298	4/8/2021	B - Residential - Remodel	925 N PARK	MATT OSLIN	REMODEL	35,000	1,625	
20210297	4/8/2021	B - Accessory Structure	17236 MAGNINO RD	DEREK BAPTISTE	NEW CONSTRUCTION	10,000	1,200	\$259.50
20210296	4/7/2021	P - Plumbing	215 E 11TH ST	ALL ABOUT PLUMBING	REPAIR	0	0	\$54.50
20210295	4/6/2021	E - Electrical	542 W FEDERAL ST	ALLTERRAIN ELECTRIC, LLC	NEW INSTALLATION	0	0	\$54.50
20210294	4/6/2021	O - Sign	4220 N HARRISON AVE	GENERAL LIGHTING & SIGN	SIGN	7,000	15	\$50.00
20210293	4/6/2021	O - Sign	4220 N HARRISON AVE	GENERAL LIGHTING & SIGN	SIGN	7,000	15	\$50.00
20210292	4/6/2021	O - Sign	4220 N HARRISON AVE	GENERAL LIGHTING & SIGN	SIGN	20,000	20	\$50.00
20210291	4/6/2021	P - Plumbing	905 N TUCKER	COMPLETE PLUMBING	REMODEL	0	0	\$54.50
20210290	4/6/2021	O - Demolition and Moving	721 S UNION	K & M DIRT SERVICES	DEMOLITION	0	0	\$50.00
20210289	4/6/2021	M - Mechanical	18 CHEYENNE	SPARKS HEAT & AIR	CHANGE OUT	0	0	\$79.50
20210288	4/5/2021	B - Swimming Pool	23 CHICKASAW	BRAD SETZER	SWIMMING POOL	9,096	380	\$64.50
20210287	4/5/2021	M - Mechanical	2102 N MINNESOTA AVE	VELOCITY AIR CO, LLC	CHANGE OUT	0	0	\$179.50
20210286	4/5/2021	B - Residential - Remodel	1118 N PHILADELPHIA AVE	RANDY LINCOLN	REMODEL	15,000	1,176	\$979.40
20210285	4/5/2021	M - Mechanical	2206 DUKES REALM	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$129.50

20210284	4/2/2021	O - Demolition and Moving	220 N OKLAHOMA	K & M DIRT SERVICE, LLC	DEMOLITION	0	0	\$50.00
20210283	4/2/2021	B - Storm Shelter	16101 HART RD	JOHN & BRENDA BRACKLEIN	STORM SHELTER	3,000	48	\$29.50
20210282	4/2/2021	B - Solar Panels	2405 WINGED FOOT WAY	SUNPRO SOLAR	NEW INSTALLATION	23,324	883	\$192.14
20210281	4/2/2021	E - Electrical	322 E MAIN ST	MARSH ELECTRIC	NEW POWER	0	0	\$104.50
20210280	4/1/2021	O - Sign	921 E MACARTHUR	YEARWOOD DESIGN WORKS	SIGN	2,000	24	\$50.00
20210279	4/1/2021	B - Storm Shelter	2301 ROBINWOOD PL	MARY STAGAARD	STORM SHELTER	3,995	28	\$29.50
20210278	4/1/2021	E - Electrical	602 N KICKAPOO	PATRIOT POWER SERVICES LLC	SERVICE UPGRADE	0	0	\$104.50
20210277	4/1/2021	P - Septic	16164 PATTERSON RD	CHRISTOPHER WILSON	NEW INSTALLATION	0	0	\$25.00
								\$10,158.08

Total Records: 86

5/5/2021

Regular Board of Commissioners**2. d.**

Meeting Date: 05/17/2021

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Pioneer Library System BoardMarissa Lightsey 2nd Full Term

Expires: June 30, 2024

Reappointment

AttachmentsMayor Appointment

PIONEER LIBRARY SYSTEM
300 Norman Center Court
Norman, OK 73072
405.801.4500

BLANCHARD PUBLIC LIBRARY
205 NE 10th St
Blanchard, OK 73010
405.485.2275

McLOUD PUBLIC LIBRARY
133 N Main St
McLoud, OK 74851
405.788.4132

MOORE PUBLIC LIBRARY
225 S Howard Ave
Moore, OK 73160
405.793.5100

NEWCASTLE PUBLIC LIBRARY
PO Box 780
705 NW 10th St
Newcastle, OK 73065
405.825.1965

NOBLE PUBLIC LIBRARY
PO Box 2120
204 N 5th St
Noble, OK 73068
405.872.5713

NORMAN PUBLIC LIBRARY CENTRAL
103 W Acres St
Norman, OK 73069
405.701.2600

NORMAN PUBLIC LIBRARY EAST
3501 E Alameda St
Norman, OK 73071
405.217.0770

NORMAN PUBLIC LIBRARY WEST
300 Norman Center Court
Norman, OK 73072
405.701.2644

PURCELL PUBLIC LIBRARY
919 N 9th Ave
Purcell, OK 73080
405.527.5546

SHAWNEE PUBLIC LIBRARY
101 N Philadelphia Ave
Shawnee, OK 74801
405.275.6353

**SOUTHWEST OKLAHOMA CITY
PUBLIC LIBRARY**
2201 SW 134th St
Oklahoma City, OK 73170
405.979.2200

TECUMSEH PUBLIC LIBRARY
114 N Broadway St
Tecumseh, OK 74873
405.598.5955

April 26, 2021

Kacie Eck
Shawnee City Clerk
P.O. Box 1448
Shawnee, Ok 74208-1448

Dear Kacie:

On June 30, 2021, Marissa Lightsey will complete her first three-year term as the City of Shawnee's representative to the Pioneer Library System Board of Trustees. She has agreed to serve a second term.

We would like to recommend Marissa Lightsey serve an additional three-year term as the Shawnee representative.

Enclosed please find four appointment forms for the City Clerk to complete once the representative is reappointed by the Shawnee City Council. Please return three forms to Pioneer Library System, attention Janet Armbrister and keep one for your records.

Thank you!

Respectfully,



Lisa Wells
Executive Director

CERTIFICATION OF LIBRARY BOARD APPOINTMENTS

This is to certify to the Oklahoma Department of Libraries that the following person has been reappointed by the City Council of Shawnee, OK, Pottawatomie County, to the Pioneer Library System Board in accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2 #12 and 51 O.S. 1971 #6.

Name: Marissa Lightsey

As provided in the Oklahoma Library Code, 65. O.S. 1971, Article 4—103 (b).

Address: 1923 North Bell Ave.

Shawnee, OK 74804

Phone: (405) 521-7631

Three Year Term: July 1, 2021 – June 30, 2024

Executed the _____ day of _____, 20____.

Mayor

Attest:

City Clerk _____

(seal)

ODL
7/27/78

Regular Board of Commissioners

2. e.

Meeting Date: 05/17/2021

Change Order

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Change Order No. 6 for Shawnee Police Department Architect's Project No. 1811, 912 East Independence, Shawnee, Oklahoma 74801.

Attachments

Change Order No. 6



City of Shawnee



Chief Mason Wilson

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: mwilson@shawneeok.org

FROM : Mason Wilson
Chief of Police ✓

TO : Chance Allison
City Manager

SUBJECT : Change Order #6 for New PD Contract 1811

DATE : May 5, 2021

We are requesting approval of Change Order #6 on the new PD construction contract. Change Order #6 contains the following change order requests from W. L. McNatt:

COR # 33

Drywall deduct-----(\$1905.00)

Roofing deduct-----(\$2075.00)

CMU deduct-----(\$ 500.00)

Brick Patches-----\$ 700.00

Double gates added to fencing-----\$3300.00

Electrical add on and switch changes-----\$ 850.00

Re-striping on South parking lot-----\$ 500.00

Contractor Misc.-----\$ 618.39



City of Shawnee



Chief Mason Wilson

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: mwilson@shawneeok.org

Total Add-ons-----\$5968.39

-

Total deducts-----\$4480.00

Change Order Total-----\$1488.39

Total Cost for Change Order #6 is \$1488.39

These change order requests have been approved and deemed necessary by TAP Architecture.

We have attached the Change Order Request (COR) for your viewing.



PROJECT:
Shawnee Police Department

GENERAL ESTIMATE

WLM Job Number: 990

COR 033
DATE: 4/29/21

Parking Lot Striping, Double Gate, Fascia and Soffit, CMU finish, Brick patch, Misc. Electrical			MATERIAL		LABOR		SUBCONTRACTOR	
DESCRIPTION	QUANTITY	UNIT	UNIT	COST	UNIT	COST	UNIT	COST
A&F Drywall	1						-1,905	-1905
Redland Roofing	1						-2075	-2075
CMU Finish	1						-500	-500
Affordable Masonry	1						700	700
Tim Mills Fencing	1						3300	3300
Baker Brothers	1						850	850
Pro Pavement	1						500	500
General Conditions								
As-Built drawings	0	hrs		0	71.02	0.00		0
Estimating	0	hrs		0	63.92	0.00		0
Supervision Full	0	days		0	390.61	0.00		0
Scheduling / Coordination	1	days		0	106.53	106.53		0
Pump water	0	days		0	177.55	0.00		0
Clean up (Full)	2	day		0	142.04	284.08		0
Clean up (1/2)	0	day		0	71.02	0.00		0
Cleaning Misc. Material	0	sf	0.025	0	0.00	0.00		0
Dumpster (40 yd)	0	ea	450	0	0.00	0.00		0
Punch List	0	day		0	390.61	0.00		0
Misc. Material	0	sf	0.025	0	0.00	0.00		0
Job Trailer	0	mo	350	0	0.00	0.00		0
Job Container	0	mo	85	0	0.00	0.00		0
Site Office Phone/Fax	0	mo	150	0	0.00	0.00		0
Site Cell Phone	0	wks	12.5	0	0.00	0.00		0
Temp. Toilet	0	wks	75	0	0.00	0.00		0
Temp. Utilities	0	mo	250	0	0.00	0.00		0
Temp. Construction Fence	0	mo	595	0	0.00	0.00		0
Builder's Risk	0	mo		0	0.00	0.00		0
				0	0.00	0.00		0
subtotal				0		390.61		870
taxes				0				
total	1260.61			0		390.61		870

General Contractor Material & Labor Total				390.61	Scope of work: Deduct for framing and metal paneling at Canopy and Comms Patio; Deduct for rubbed finish at Comms Patio; Brick patching at existing building exterior around relocated storm piping and drive thru; Double gate for access to lot North of new parking lot; Relocate irrigatin controller to west exterior of building with enclosure; Dimmer switch and separate circuit for light fixtures; re-stripping of South parking lot.
Subcontractor Material & Labor Total				870.00	
Overhead on Work Performed		10%		126.06	
Profit on Work Performed		5%		63.03	
Total Project Cost to be insured				1449.70	
General Liability, Bonds				38.69	Pricing and Added Time subject to change if not approved by: 5/13/21 Current lead times and material availability are such that no additional days are being added to this COR. Should lead times change and cause a delay the critical path of the project, additional days will be added via separate COR. If accepted, this Change Order Request will increase the project by: 0 Day(s)
subtotal				1488.39	
Total Change Order		ADD		\$ 1,488	

Acceptance by an Authorized Representative



connor@wlmcnatt.com

From: Aaron Fleeheart <afleeheart@yahoo.com>
Sent: Monday, April 19, 2021 8:50 AM
To: connor@wlmcnatt.com
Subject: Re: Shawnee PD - RFI#35 response

A&F Drywall

6827 Morgan Dr.

Blanchard, Okla. 73010

4-19-21

Conner

W.L. McNatt

Police Station

Shawnee

Furnish and install

Delete framing at drive thru and Comm's Patio-----Deduct \$1,905.00

On Friday, April 16, 2021, 01:11:58 PM CDT, connor@wlmcnatt.com <connor@wlmcnatt.com> wrote:

All,

Please see attached RFI response. I will need a deduct quote from you all for the work deleted in regards to the canopy and comms patio.



April 14, 2021

Change Order Proposal for WL McNatt Construction

Project: Shawnee Police Station

Omit fascia and soffit from both awnings

- Remove fascia, soffit and beam wrap materials from awnings
- Add 20 ga continuous stiffening plate to span from outside edge of I beam to metal decking
- Extend gutter and low eave trim to span to metal decking

Total deduction in price to the contract \$2,075.00

The removal of the fascia and soffit will equate to a labor and material savings however to adequately attach the gutter and clip for the roof panels after the removal of the framing will require some additional and modification of supporting members. The pricing within this change order reflects the difference in pricing.

Respectfully Submitted,

Biff Zelenka
Redland Roofing and Waterproofing

AFFORDABLE MASONRY, INC
3120 SW 131ST ST
OKLAHOMA CITY, OK 73170
405-692-1130 FAX 405-692-1132
alisa.goss@cox.net

JEROME 'TOJOE' GOSS, OWNER

tojoegoss@gmail.com

405-831-6338

April 28, 2021

**RE: SHAWNEE POLICE DEPARTMENT TAP PROJECT NO. 1811 located at 912 East
Independence Shawnee, OK**

BID for Masonry work on the ABOVE SAID JOB

For patching under drive thru & around pipe \$700.00

Others will provide clean brick and acid wash when complete.



Tim Mills Fence

Royse Construction LLC DBA Tim Mills Fence Company
14495 CR 1547 Ada, OK 74820
estimating@timmillsfence.com

Request

Shawnee Police Dept. Gate

Price

Additional OI 16' Double Drive Gate

Material- Post, Hardware, Uprights,
Concrete

\$ 2,714.70
\$ 25.30

Labor

\$ 420.00

Profit

\$ 140.00

Subtotal 3,300.00
Tax

Signature

Date

Total 3,300.00

Terms & Conditions

Tim Mills Fence Company agrees to guarantee above fence to be free from defects in materials and workmanship for one year. This does not include any natural disasters. Example: tornado damage, wind damage, or fire damage. Tim Mills Fence Company shall advise the customer as to local zoning regulations but responsibility for complying with said regulation and obtaining any required permits shall rest with the customer. Tim Mills Fence Company will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances does Tim Mills Fence Company assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. Tim Mills Fence Company will assume the responsibility for having underground public utilities located and marked. However, Tim Mills Fence Company assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Tim Mills Fence Company to dig in the immediate vicinity of known utilities. There will be a \$20.00 per hole rock clause. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this becomes payable upon completion of all work whether or not it has been invoiced. There will be a 2% charge when paying with a credit card. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Tim Mills Fence Company until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.



BAKER BROTHERS

ELECTRIC, INC.

2200 SOUTH EASTERN

MOORE, OK 73160

(405) 799-9994 • 799-5550 (FAX)

Shawnee Police Department

ATTN: Connor Littlefield

RE: Power for irrigation controls with enclosure

Scope of Work:

Install 120V TR/WR GFI receptacle inside enclosure on building exterior.

Install the existing irrigation controller in enclosure on building exterior.

Reconnect wire from existing irrigation system to controller.

Provide and install enclosure.

Total Cost-----\$425.00

Sean Baker

4/21/2021

EXCLUSIONS & CLARIFICATIONS-

-All work is to be done during normal business hours of 7am to 3:30pm, Monday through Friday.

-Sheetrock patching and painting by others.

-No work shall be done by BBE personnel outside of this scope of work without prior approval from BBE management.



BAKER BROTHERS ELECTRIC, INC.

2200 SOUTH EASTERN

MOORE, OK 73160

(405) 799-9994 • 799-5550 (FAX)

Shawnee Police Department

ATTN: Connor Littlefield

RE: Dimmer Switch Add

Scope of Work:

Install (1) dimmer switch and all associated wiring to control (4) type "P" fixtures separately from other fixtures in the same area.

ADD-----\$425.00

Sean Baker

4/26/2021

EXCLUSIONS & CLARIFICATIONS-

- All work is to be done during normal business hours of 7am to 3:30pm, Monday through Friday.
- Sheetrock patching and painting by others.
- No work shall be done by BBE personnel outside of this scope of work without prior approval from BBE management.

From: Paul Gulikers <okpropls@gmail.com>
Sent: Wednesday, March 31, 2021 11:48 PM
To: connor@wlmcnatt.com
Subject: Data sheet & additional bid
Attachments: ViewHearsCountryCodeDoc.dat

Connor,

I hope that I don't confuse you. I have switched to our new email (from Mgulikers777@gmail.com) Attached is the data sheet for the Sherman Williams traffic paint: Setfast tm2156 white and Setfast tm2157 Yellow. Also, The additional parking with be \$500.00. If you need this on a more professional word document, I would be happy to do that, just please let me know. Also, if you have any questions or concerns, contact me directly. Thank you!

Michelle Gulikers
405-924-8383

Regular Board of Commissioners

2. g.

Meeting Date: 05/17/2021

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Easement

CANADIAN VALLEY ELECTRIC COOPERATIVE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned grantor(s), _____,
(Printed Name of Entity owning Land)

do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is P.O. Box 751, Seminole, Oklahoma 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

In the SE/4 of the NE/4 of

Section 16, Township 10 North, Range 02 East, containing n/a acres, more or less:

(*Right-of-Way to be 15 feet on each side of the proposed pole line and/or underground line center (total of 30 feet) and 35 feet from pole line center for each anchor location) beginning at a point approximately 2,250 feet South and 115 feet West of the NE corner of the NE/4 of said section and continuing Northwesterly approximately 90 feet, thence back Southeasterly approximately 90 feet, thence West-Southwesterly approximately 100 feet, thence Southerly approximately 10 feet,

and to construct, operate, upgrade, and maintain on the above described lands and in or upon all streets, roads, or highways abutting said lands, an overhead or underground electric or telecommunication transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to maintain, operate, upgrade, and repair electric wires and facilities for the distribution of electric energy and the right of ingress and egress over grantor(s) lands adjacent to the right-of-way for the purposes set forth herein.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 ____.

Witness

Representative Signature

REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20 ____

by _____ as _____
(Printed)(Name of Signer) (Printed)(Title of Signer)

for _____
(Printed)(Entity Name being Represented)

My Commission expires: _____
(SEAL)

Notary Public / Commission # _____

FORM MUST BE NOTARIZED

CVEC USE ONLY
W.O.# 53923

RETURN ORIGINAL TO: CVEC, P.O. Box 751, Seminole, OK 74868

Regular Board of Commissioners

2. h. 1.

Meeting Date: 05/17/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the Housing Authority of the City of Shawnee for fingerprinting services.

Attachments

Contract

AGREEMENT FOR FINGERPRINTING SERVICES

Beginning April 1, 2012, the City of Shawnee Police Department will provide fingerprinting services for the The Housing Authority of the City of Shawnee in the following manner:

Shawnee Police Department will charge a monthly bulk rate of one hundred and eighty dollars (\$180.00) for up to fifteen (15) individuals from your agency for which we provide fingerprinting services. A charge of fifteen dollars (\$15.00) per individual in addition to the one hundred and eighty dollars (\$180.00) bulk rate will be charged for any prints taken after the first fifteen (15).

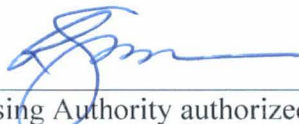
The monthly fee in the amount of one hundred and eighty dollars (\$180.00) will be due and payable on or before the 25th of each month. If number of individuals fingerprinted exceeds the total of fifteen (15) fifteen dollars (\$15.00) per individual will be added to invoice.

This annual agreement will be in force beginning July 1, 2021 thru June 30, 2022. Either party may dissolve this agreement for any reason after providing a thirty (30) day written notice.

REQUIREMENTS

Fingerprinting services will be provided each week on **Thursday's from 1:30 p.m. to 4:30 p.m.** The Housing Authority is required to inform applicants of these times.

I, being, authorized to act on behalf of The Housing Authority of the City of Shawnee, have read the above agreement for fingerprinting services provided by the City of Shawnee Police Department. I accept this agreement and all the provisions herein.



Housing Authority authorized signature

05/04/2021

Date

Shawnee Police Department

Date

Regular Board of Commissioners

2. h. 2.

Meeting Date: 05/17/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Contract

AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract, made and entered into this _____ day of _____, 2021, between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and South Central Industries, Inc., 130 North Louisa, Shawnee, Oklahoma, hereinafter referred to as "Contractor".

WHEREAS, the Contractor has submitted a Proposal pursuant to a request by the City of Shawnee to furnish trash pickup on the City right of ways.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, it is understood and agreed by and between Contractor and City that:

1. The term of this contract is from July 1, 2021 to June 30, 2022. At the end of the term of the contract, the City may continue the contract for the succeeding fiscal year or discontinue the contract with no penalty upon thirty (30) days written notice to the Contractor at any time.
2. The City agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$1,995.00 per month.
3. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.
4. Contractor shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the City.
5. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
6. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits and conditions of which shall be acceptable to the City.
7. The Contractor shall furnish transportation for its workers to and from the various Right of Way locations and transport trash to dumpsters at various locations. Cleanup location list attached to contract.
8. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the list.
9. It is agreed this agreement shall not be construed as a joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions.

CLEANUP LOCATIONS

- Kickapoo 1 (Both sides) 45th to north edge of Shawnee Mall
- Kickapoo 2 (Both sides) 45th to Hazel Dale Road (Pistol Range)
- Mission Parkway Kickapoo to Dead End East
- Mall Drive Kickapoo to Harrison
- Harrison (Both sides) MacArthur to Wolverine (including Westech ¼ mile east.)
- Bryan (Both sides) 45th to Highland (North-South)
- Highland (Both sides) Bryan to River Bridge
- Gordon Cooper (Both sides) Farrall to River Bridge
- Farrall (Both sides) Leo to Pottenger (No medians)
- Leo Street 1 (Both sides) Farrall North to Central Plastics
- Lake Road (Both sides) Kennedy to River Bridge
- Lake Road (Both sides) Hwy 102 and Lake Road
- Daily Lane (Both sides) South off of Lake Rd East of Hwy 177 (Dirt Road)
- Kickapoo Spur (Both sides) Kickapoo to SH-177 & Clover Leafs (No median)
- Independence (Both sides) Airport Drive to EXPO Center
- MacArthur (Both sides) SH-177 to Airport Drive
- Leo 2 (Both sides) 45th to Macarthur
- Acme (Both sides) 45th to Macarthur
- 45th (Both sides) Leo to Bryan (East to West)
- Union (Both sides) 45th to ¼ south

IT WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this _____ day of _____ 2021.

CITY OF SHAWNEE, OKLAHOMA

CHANCE ALLISON, INTERIM CITY MANAGER

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

SOUTH CENTRAL INDUSTRIES, INC.



ADMINISTRATOR

SECRETARY/NOTARY

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

JOSEPH M. VORNDRAH, CITY ATTORNEY

Regular Board of Commissioners

2. h. 3.

Meeting Date: 05/17/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Pottawatomie County District Court to establish, develop, and implement programs for juvenile misdemeanor offenders.

Attachments

Contract

AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

This agreement is made pursuant to the Interlocal Cooperation Act by and between the Pottawatomie District Court serving Pottawatomie County, otherwise known as Judicial District 23 (District Court) and the Municipal Court of the City of Shawnee (Municipal Court), under authority of Title 10 of the Oklahoma Statutes (Supp. 1994), 1102E, under which Municipal Courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect one year from July 1, 2021 through June 30, 2022. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age;
 - b) Are not presently under the supervision or treatment of the Pottawatomie County District Court system and do not have charges pending there; except as to acts or omissions exclusively covered by municipal ordinance;
 - c) Have been charged for violating municipal ordinances relating to vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfews, possession of non-intoxicating beverages as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication or any other offense listed in 10 O.S. Section 1102(E) (Supp. 1994); and
 - d) Have not been certified as an adult for any purpose pursuant to 10 O.S. Sec. 1112, to the best of the City's knowledge.

2. Upon conviction, punishment may include any one or all of the following:
 - a) A fine not to exceed the statutory maximum of the Municipal Court;
 - b) Community service work in lieu of a fine, not to exceed ninety (90) hours or the product of multiplying the number of hours of community service authorized by law, whichever is greater;
 - c) Restitution;
 - d) Counseling or other community-based services; and
 - e) Court costs.
3. All municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court in conformity with the statutes or regulations adopted pursuant to 10 O.S. Sec. 620.6 1125-1125.4.
4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian or responsible adult to take custody of the juvenile.
5. The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses in the Municipal Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that a conviction or acquittal in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts and used solely to fund local programs which address problems of juvenile crime, including without limitation, offender counseling, early intervention, community service and teen court programs.
7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.

AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

This agreement is made pursuant to the Interlocal Cooperation Act by and between the Pottawatomie District Court serving Pottawatomie County, otherwise known as Judicial District 23 (District Court) and the Municipal Court of the City of Shawnee (Municipal Court), under authority of Title 10 of the Oklahoma Statutes (Supp. 1994), 1102E, under which Municipal Courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect one year from July 1, 2021 through June 30, 2022. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age;
 - b) Are not presently under the supervision or treatment of the Pottawatomie County District Court system and do not have charges pending there; except as to acts or omissions exclusively covered by municipal ordinance;
 - c) Have been charged for violating municipal ordinances relating to vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfews, possession of non-intoxicating beverages as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication or any other offense listed in 10 O.S. Section 1102(E) (Supp. 1994); and
 - d) Have not been certified as an adult for any purpose pursuant to 10 O.S. Sec. 1112, to the best of the City's knowledge.

2. Upon conviction, punishment may include any one or all of the following:
 - a) A fine not to exceed the statutory maximum of the Municipal Court;
 - b) Community service work in lieu of a fine, not to exceed ninety (90) hours or the product of multiplying the number of hours of community service authorized by law, whichever is greater;
 - c) Restitution;
 - d) Counseling or other community-based services; and
 - e) Court costs.
3. All municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court in conformity with the statutes or regulations adopted pursuant to 10 O.S. Sec. 620.6 1125-1125.4.
4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian or responsible adult to take custody of the juvenile.
5. The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses in the Municipal Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that a conviction or acquittal in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts and used solely to fund local programs which address problems of juvenile crime, including without limitation, offender counseling, early intervention, community service and teen court programs.
7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.

8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implements to prosecute and treat juvenile offenders.

STATUS VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including but not limited to wages, salaries and consideration paid on subcontracts.

In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through Stuart and Clover, 130 North Broadway, Suite 100, Shawnee, Oklahoma, 74801, (405) 275-0700.

The District Court may be contacted through the office of the presiding juvenile Judge at the Pottawatomie County District Courthouse, 321 North Broadway, Shawnee, Oklahoma, 74801, (405) 273-4308.



JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, this ____ day of _____, 2021.

CHANCE ALLISON,
CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

2. h. 4.

Meeting Date: 05/17/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the Independent School District North Rock Creek for police services.

Attachments

Contract

RECEIVED

MAY 06 2021

NORTH ROCK CREEK
SCHOOL AGREEMENT

This agreement made and entered into this 1st day of July, 2021, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District North Rock Creek of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of North Rock Creek Schools through the placement of a police officer in said school on a full-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2021 through the 30th day of June, 2022. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officer shall be a certified police officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICER: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officer shall at all times remain as a police officer of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officer shall be assigned on a full-time basis to District to serve as a police officer to provide increased safety and security within the buildings known as the North Rock Creek Schools. Full-time will be considered as 8 hours on site duty time. Officer shall serve the District full-time as assigned to the North Rock Creek Schools. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officer as needed.

RECEIVED

MAY 11 2021

CITY CLERK

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$71,832.15 to cover the salary, uniform allowance and weapons allowance of the police officer. This consideration to remain unchanged unless there are changes of the actual salary or allowances paid to the officer. City shall be responsible for providing the patrol car and any other necessary equipment required by the officer for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the parties, by their representatives, set their hands to this Agreement on the _____ day of _____, 2021.

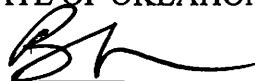
CITY OF SHAWNEE,
SHAWNEE, OKLAHOMA

(SEAL)
ATTEST:

CHANCE ALLISON, CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

NORTH ROCK CREEK SCHOOLS
OF POTTAWATOMIE COUNTY,
STATE OF OKLAHOMA



Superintendent

ATTEST:



Clerk

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

2. h. 5.

Meeting Date: 05/17/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the YMCA for use of City property known as Lions Club Park.

Attachments

Contract

AGREEMENT

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

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

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

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

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

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

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

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

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

IT WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this _____ day of _____, 2021.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

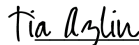
Chance Allison, City Manager

Attest:

Lisa Lasyone, City Clerk

Troy & Dollie Smith Family YMCA

DocuSigned by:



Chairman/President

Attest:

Clerk/ Secretary

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

Joseph M. Vorndran, City Attorney

Regular Board of Commissioners

2. i.

Meeting Date: 05/17/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 6 Seck Tract, 33804 Post Office Neck

From: James and Susan Ruth

To: Gregory and Mary Beth Treece

Attachments

Lake Lease

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

Date: 4.13.2021	License No. 4937
Type	☐ Renewal ☒ Transfer
Commission Meeting Date	4.19.2021
Property Address	33804 Post Office Neck
Lake Site Location	Lot 6 - Seck Tract
Lease Dates	4.19.2021
Lease Fee (changes annually)	4.18.2051
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Gregory & Mary Beth Treece
Address	6208 N Ann Arbor, Oklahoma City, OK 73122
Phone	Gregory : 249.6902 / Mary Beth : 414.1773
Current Lessee (Transfer From)	
Name(s)	James & Susan Ruth
Address	33804 Post Office Neck, Shawnee, OK 74801
Phone	
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☐ Conventional ☒ Aerobic
Last Inspected/Pumped	18 November 2018
Miscellaneous Comments:	Ruth - \$500.00 - Check 2668 Treece - \$1321.00 - Check 3911 Receipt No. 149
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 #4937 **TRACT NAME**Seck **LOT #**6

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 04/19/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

of GREGORY & MARY BETH TREECE,
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.

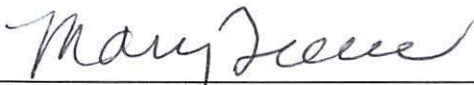
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

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: 05/17/2021

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

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

Attachments

Proclamation



Proclamation

“National Public Works Week”

Whereas, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Shawnee, Oklahoma; and,

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas, it is in the public interest for the citizens, civic leaders and children in the City of Shawnee to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association.

Now, Therefore, I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma, do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

“National Public Works Week”

In the City of Shawnee, Oklahoma
Dated this 17th day of May, 2021

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 05/17/2021

Lease Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Memo

Quote



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Chance Allison, City Manager
Date: 5/13/2021
Re: Grader lease

Staff requests to lease a Case motor grader to replace the 1988 Caterpillar motor grader, asset number 1471, that is past its useful life. This is a 48-month lease at 3.99% interest that will be paid in monthly installments. Total purchase option price, at the end of the lease, is \$226,698.54. This lease has been accounted for in the budget.

Quote

Date : Apr 29, 2021

Prepared By : Katherine Walker

Dealer / Quote #: 064626/363214

"Buyer(s)": (Legal Name(s) and Address)
OCT - 856C
OK

"Seller": (Dealer's Legal Name and Address)
OCT EQUIPMENT LLC
7100 SOUTHWEST THIRD ST
OKLAHOMA CITY, OK 73128
Phone: (405) 789 6812

EQUIPMENT AND TRADE-IN DETAILS

N/U	"EQUIPMENT" (Make and Type)	MODEL	SERIAL NUMBER/PIN	HOURS	"CASH SALE PRICE"
N	Case Motor Grader	856C.A	NKHF01220	0	\$201,948.00

Attach: TOTAL

MAKE	"TRADE-IN EQUIPMENT" TYPE	MODEL	SERIAL NUMBER/PIN	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)

CONTRACT / LEASE QUOTE DETAILS	Option 1	Option 2	Option 3	Option 4
Quote Type	Lease-Mu	Lease-Mu		
Solve For	Payment	Payment		
Sales Program	987 - 0001 Municipa...	987 - 0001 Municipa...		
Term in Months	48	48		
APR% / Chart#	3.99	3.99		
Frequency	Quarterly	Monthly		
Payment Structure	Eql Even	Eql Even		
Skip Months				
Split Rates	N	N		
Effective Date	04/28/2021	04/28/2021		
Interest/Lease Start Date	04/28/2021	04/28/2021		
First Payment Date	07/28/2021	05/28/2021		
Sale / Lease Price	\$201,948.00	\$201,948.00		
Cash Down Payment	\$0.00	\$0.00		
Net Trade-In	\$0.00	\$0.00		
Manufacturer Rebate	\$0.00	\$0.00		
Sales Tax	\$0.00	\$0.00		
PDI Insurance	\$0.00	\$0.00		
CLI Insurance	\$0.00	\$0.00		
Disability Insurance				
PPP	\$4,937.00	\$4,937.00		
Admin Fee	\$300.00	\$300.00		
Other Charges	\$0.00	\$0.00		
Official/Filing Fee	\$42.00	\$42.00		
Amount Financed / Lease Price	\$207,227.00	\$207,227.00		
Purchase Option	\$41,192.82	\$36,615.84		
# Advance Payments	1	1		
Irregular Advance	\$0.00	\$0.00		
Annual Hourly Usage	1200	1500		
Excess Usage Rate/Hr	\$45.00	\$45.00		
Security Deposit	N/A	N/A		
Estimated Payment *	\$11,574.25	\$3,960.05		
Total Cost To Own	\$226,380.94	\$226,698.54		

* Plus applicable taxes.

Regular Board of Commissioners

6.

Meeting Date: 05/17/2021

Film and Music Office

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Memo

To: Shawnee City Mayor and Commission,

From: Stacy Cramer Moore, Director of Tourism

Subject: Shawnee Film & Music Office & Ordinance Creating a Film Registration Process



Shawnee is working through the processes of receiving the "Film Friendly Community" designation from the Oklahoma Film & Music Office. <https://okfilmmusic.org/> The criteria are as follows:

- ☐ Designate a point of contact for film projects.
- ☐ Load at least twelve locations to okfilmmusic.com – complete
- ☐ Establish a film permitting process.

The film industry is booming in Oklahoma. The Cox Convention Center is being turned into "Marvel Level Sound Stages." This will be an enormous asset right next door. As one of the first "open" states, Oklahoma has the rare opportunity to sprint passed historically busy film locations.

Businesses that benefit from film locating in our community include many large and small businesses across a wide range of sectors. Hair stylists, accountants, truck drivers, hotels, carpenters, tailors, restaurants, and others are necessary peripheral businesses. Think of film as being similar to the construction business. Many specialized contractors come together to finish a project. It is completed, and they move onto the next project. Repeat.

Communities of similar size and demographics have landed major, multi-million dollar film deals. Shawnee has been scouted by films and television series of all sizes. A "small project" in the business is a budget less than \$7.5M.

In 2019, 22 films were shot in Oklahoma resulting in \$9.3M spent in Oklahoma and \$4.3M in wages. 2020 saw 35 movies film in Oklahoma including the first Oscar nominated feature shot in state, Minari.

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

At this point, establishment of the Shawnee Film & Music Office will be a placeholder for future development. No funds or additional staff are tied to the designation. The formation of the Shawnee Film & Music Office will increase our chances of landing film projects which are looking for communities that are "ready" and have established procedures and best practices.

The Oklahoma Film & Music Office is excited to promote a new Film & Music office in our state. Shawnee will follow the Tulsa Film & Music Office and the Cherokee Nation Film Office as Oklahoma's third regional film liaison office.

Consideration to designate the Shawnee Film and Music Office within the City of Shawnee Department of Tourism as the lead contact for film development projects within the City of Shawnee.

This is a part of the "Film Friendly Community" designation. It establishes a lead contact in Shawnee. Director of Tourism, Stacy Cramer Moore has been serving in this capacity, and will continue to do so until a future date when additional staff are prudent. Tourism staff are trained to showcase our community and highlight our assets to outsiders.

Consideration of an ordinance/resolution requiring a film registration for commercial filming within the City of Shawnee City Limits.

This is the third piece of the "Film Friendly Community" designation. The film location crew will meet with a representative of the Shawnee Film & Music Office to discuss the overall scope of the film and need for additional permits. Those permit processes are already in place. Film Office staff will coordinate with other department heads to process any required permits, streamline communications, and assist with ensuring the health and safety of both citizens of Shawnee and our film industry guests.

Regular Board of Commissioners

7.

Meeting Date: 05/17/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Ordinance

ORDINANCE NO. _____

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.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SHAWNEE:

SECTION 1. That Article X of Chapter 8 of the Shawnee Municipal Code is hereby created to read as follows:

CHAPTER 8

ARTICLE X

§ 8-590. - Purpose and intent.

It is the purpose and intent of the City of Shawnee to encourage the motion picture and television industries to utilize the scenic beauty and variety of backdrops afforded in the City as locations for filming and/or videotaping for commercial production. It is the purpose and intent of this chapter to provide the means by which such activities may be reasonably regulated to preserve the public health and safety and provide for the protection of property, to not unduly restrict such activities, and to maintain harmonious relations between the community and those engaged in such activities.

§ 8-591. - Definitions.

A. “Charitable films” shall mean commercials, motion pictures, television, or videotapes produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, or tapes.

B. “City-produced government access films” shall mean motion pictures or programs produced by or in association with the City. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films or tapes.

C. “Family or personal use filming” shall mean the filming or videotaping of motion pictures solely for private, personal or family use.

D. “Film” or “filming” or “filming activity” shall mean all activities in preparation of, and attendant to, staging, making, striking, filming, videotaping, or electronic digital recording of commercial motion pictures, television shows, programs and commercials, including magazines or documentary programs.

E. “Film office” shall mean the Shawnee Film & Music Office within the City of Shawnee Department of Tourism.

F. “Film & Music Office liaison” shall mean the Director of Tourism’s designee responsible for routing and processing film registrations.

G. “News media” shall mean the photographing, filming, videotaping, or electronic digital recording for the purpose of spontaneous, unplanned television news broadcast or reporting for print media by reporters, photographers or camera operators.

H. “Student films” shall mean motion pictures, television programs or commercials produced to satisfy a course or curriculum requirement at an educational institution. The student filmmaker must supply proof that he/she is currently enrolled.

I. “Studio” shall mean a fixed place of business where filming activities are regularly conducted upon the premises.

§ 8-592. - Registrations and exemptions.

A. Film Registration Required. No person shall use any kind of public or private property, facility or residence for the purpose of taking commercial motion pictures or television pictures without first completing a film registration from the Shawnee Film & Music Office. Registration of the production does not indicate approval of pertinent special activity permits which will be determined subsequent to the registration.

B. Exemptions.

1. News Media. The provisions of this chapter shall not apply to or affect reporters, photographers or camera operators in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
2. Family or Personal Use Video. The filming or videotaping of motion pictures solely for private family use.
3. Charitable Films. Projects that qualify under Section 501(c)(3) of the Internal Revenue Code.
4. Photographers. This chapter does not apply to still photography produced with a cast and crew of less than five persons.
6. City-produced government access films.
7. Studio Filming. Filming activities conducted at a studio with a current certificate of occupancy and business license.

§ 8-593. - Rules and regulations.

A. Rules. The Shawnee Film & Music Office liaison is hereby authorized and directed to coordinate special activity permitting requests across departments within the City of Shawnee and external agencies as the production activities dictate. Submittal of a Film Registration does not infer approval of required special activity permits. The rules and regulations shall be based upon the following criteria:

1. The health and safety of all persons.
2. Avoidance of undue disruption of all persons within the affected area.
3. The safety of property within the City.
4. Traffic congestion at particular locations within the City.

B. Change of Date. Upon the request of the registrant, the issuing authority shall have the power, upon a showing of good cause, to change the date for which the film registration or

subsequent special activity permits have been issued, provided established limitations are complied with in respect to time and location.

§ 8-594. - Applications, registration and fees.

A. Registering Authority. The registering authority shall be the Shawnee Film & Music Office within the City of Shawnee Department of Tourism.

B. Film Registration Fee. The applicant shall pay a film registration application fee in the amount established by the City Manager of the City of Shawnee, OK. The film registration application fee shall be paid to the City of Shawnee when the registration form is submitted for review. The film registration fee is to cover the City's cost of processing a film registration, notwithstanding supplemental costs for other related City services (including, but not limited to, law enforcement, traffic control, fire safety, trash hauling and attorney's fees). No film registration or subsequent special activity permits shall be issued to an applicant who owes the City money on a prior registration or permit.

§ 8-595. - Liability provisions.

A. Liability Insurance. Before any required special activity permits are issued, a certificate of insurance will be required in an amount established by the City, naming the City of Shawnee as insured party for protection against claims of third persons for personal injuries, wrongful deaths, and property damage. The City officers and employees shall be named as additional insureds. The certificate shall not be subject to cancellation or modification until after 30 days' written notice to the City Manager or his/her designee. A copy of the certificate will remain on file.

B. Worker's Compensation Insurance. A registrant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance.

C. Hold Harmless Agreement. A registrant shall execute a hold harmless agreement as provided by the City prior to the issuance of any required pertinent special activity permits under this chapter.

D. Performance Deposit. To ensure cleanup and restoration of the site, an applicant may be required to post a refundable deposit, or cash in lieu of bonds (amount to be determined) at the time registration is submitted. Upon completion of filming, and inspection of the site by the City, the deposit may be returned to the applicant.

§ 8-596. - Filming Regulations & Special Activity Permits.

A. Acknowledgement. The applicant/registrator shall, in the credits of the motion picture or television program, acknowledge the production was filmed in the City of Shawnee, Oklahoma.

B. Advance Notice for Approval. A representative of the production company will be required to submit a film registration at least 60 days prior to the date on which such person desires to conduct an activity for which a film registration is required. Special activity permit(s) may be required at least 60 days in advance for activities like closing public streets or sidewalks, excessive noise, large crowds, etc. Productions that did not properly register or permit activities that have caused the need for public interventions (traffic issues, fire, damage) will be billed at the current emergency rates.

C. Filming, including setup and dismantling of film equipment, shall not be done before 7:00 a.m. or after 7:00 p.m. in a residential zone. The Film & Music Office liaison may extend these hours upon a showing of necessity and upon showing the exception would not unduly disturb the public.

D. Cleanup. The registrant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site.

E. Filming on Private Property. The registrant is required to obtain the property owner's permission, consent, and/or lease for use of property not owned or controlled by the City. A written Film Site Location Agreement is strongly recommended.

F. Requests for the use of bull horns, explosives, gunfire, public address systems, sirens, or other noise-creating devices shall be reviewed by the Fire and/or Police Departments in jurisdiction.

G. Flood Plains & Control Structures. When filming in an area prone to flooding or used as a flood control structure, the crew is required to vacate the area at the request of the Film & Music liaison, Director of Tourism, City Manager or Emergency Manager.

H. Public Works Department (Roads and Streets). If the applicant must park equipment, trucks, and/or cars in zones that will not allow it, temporary "No Parking" signs must be posted by the City. The applicant must also obtain permission to string cable across sidewalks, or from generator to service point. Cable placed in public right-of-way shall be securely matted or covered.

I. Traffic Control. For filming that would impair traffic flow, an applicant must provide detailed information to the City of Shawnee Police Department personnel and comply with all traffic control requirements deemed necessary.

J. Fires and Campfires. When a scene requires a fire or campfire, any campfire not equipped with a fire ring shall require the assignment of a fire safety advisor, officer or a similarly qualified person.

K. Pyrotechnics. When a scene requires pyrotechnics or any other flammable or explosive effect, a fire safety advisor, officer or a similarly qualified person shall be assigned.

L. Parking Lots. When parking in a City-owned parking lot, an applicant may be billed according to the current rate schedule established by the City. In order to assure the safety of citizens in the surrounding community, access roads which serve as emergency service roads must never be blocked. No relocation, alteration, or moving of structures will be allowed without prior approval.

M. Drone Flights. All current FAA, state and local guidelines must be followed when deploying a drone.

N. Notification. It shall be the responsibility of the registrant to provide notification to City residents as indicated by the pertinent special activity permit(s).

§ 8-597. - Permit revocation, suspension, appeal.

A. Special Activities Permit Revocation. The City of Shawnee may revoke a special activity permit if the permittee, or any agent, employee, or contractor of the permittee fails to comply with the requirements set forth in this chapter, or in the special activity permit, or if it is determined that the film registration was false in any material detail.

1. Notice of the grounds for revocation of any special activity permits shall be provided in writing by the City Manager to the permit applicant or person in charge at the location of the filming activity.
2. Appeals of the special activity permit(s) revocation shall be conducted in the manner specified in this chapter.

B. Permit Suspension. The City Manager may suspend a special activity permit if at any time the filming activity poses an immediate hazard to persons or property and the location manager will not, or cannot, prevent the hazard after being instructed to do so by the officer. The grounds for the special activity permit suspension shall be provided in writing by the City Manager to the permittee within two working days of the suspension.

C. Appeals of the film permit suspension shall be conducted in the manner specified in this chapter.

§ 8-598. - Appeals.

The special activity permit applicant or permittee may appeal a denial of a special activity permit, or a revocation, suspension, or permit condition. Such appeal shall be filed with the City Manager or his/her designee not later than three business days after the date on which written notice of the decision is made. Failure to timely file an appeal shall result in a waiver to the right to appeal. The appeal shall be reviewed by the City Manager or his/her designee. The decision of the City Manager or his/her designee shall be rendered in five working days and shall be final and is subject to judicial review pursuant to

§ 8-599. - Violation—Penalties.

With respect to the provisions of this chapter, a person who violates a provision of this chapter shall be punished in accordance with the provisions of Chapter 20 of the Shawnee, Oklahoma Code of Ordinances.

SECTION 2: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 3: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 4: 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 5: 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 May, 2021.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency clause separately passed and approved on this ____ day of May, 2021.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

8.

Meeting Date: 05/17/2021

Streatory

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of Streatory Guidelines.

Attachments

Guidelines

Agreement



City of Shawnee Streatery Guidelines

Adopted by City Commission
05.17.2021

STREATERY GUIDELINES

Purpose:

A Streatery is essentially an open air public space installed in a parking spot or loading zone reserved for the use of the adjacent restaurant during their business hours – similar to a sidewalk café but in a parking area vs. on the sidewalk.

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, and encourage business participation in a vibrant streetscape.

Because the process for streateries in Edmond 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.

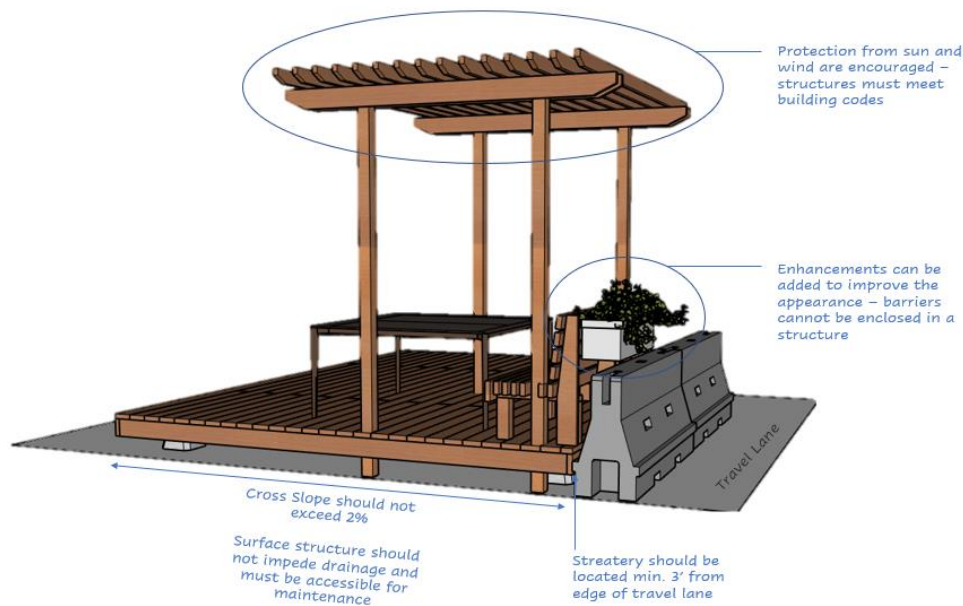
May: This may be amended by request with written permission of the neighboring business.

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. Bolting into the street or penetrating the surface of the road in any way is strongly discouraged and may not be allowed without a restoration plan posted by the applicant and their contractor.

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: Streatery 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, 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

Draft Streatery Agreement

THIS AGREEMENT (“Agreement”) is made this _____ (day) of _____ (month) 2021, by and between the City of Shawnee, OK (“City”) and the business (“Business”) listed below, collectively the “Parties.”

Business Name: _____

Business Address: _____

Business Representative: _____

Recitals

1. The City of Shawnee has determined that permitting outdoor dining areas, known as “Streateries,” by allowing private Businesses to utilize public parking spaces and right of way in the downtown area is both desirable and beneficial to the area.
2. The City has developed guidelines and a process for the review and approval of plans for the Streatery implementation and construction.
3. The Business has submitted plans meeting the aforementioned guidelines and received approval for the creation of the Streatery.
4. The Business understands and agrees to the conditions of that approval in the construction, installation, and operation of an approved Streatery.
5. The Business understands and agrees that the Streatery location in the Public Right of Way may make the removal of said Streatery by the City necessary in order to address repairs to public infrastructure, including but not limited to, utilities (both public and private), street surfaces, drainage infrastructure, and fiber optic lines.
6. If in the future, the Business opts to cease operation of the Streatery or ceases to operate the Business at that location, the Business has the responsibility for removing any equipment, fixtures, etc. related to the Streatery in the Public Right of Way.

Indemnification.

The Business agrees to indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the “Indemnified Parties”) from and against any third party liability, actions, claims, demands, costs, losses

or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this agreement, or which are related to Business's (including its officers, managers, employees, contractors, agents, and volunteers) conduct and operations, any violation of any laws by the Business (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of or in connection with any use of the Streatory.

Insurance.

The Business shall procure and maintain for the duration of this agreement insurance against claims for which the Business has indemnified the City pursuant to this Agreement. The Business shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00). Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Business's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Business's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company with an "A" rating or better.

Notice.

Any notice required to be given in writing by either party pursuant to this agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as the Business or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

(a.) If to Business:

Street Address: _____

Contact: _____

Contact Email/Phone: _____

(b.) If to the City:

City of Shawnee
Planning Department
222 N. Broadway
Shawnee, OK 74804

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY: THE CITY OF SHAWNEE

By: _____

Name: _____

Title: _____

BUSINESS: _____

By: _____

Name: _____

Title: _____

Regular Board of Commissioners

10.

Meeting Date: 05/17/2021

Notice of Appeal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.)*

Attachments

Notice of Appeal

Staff Report

**BEFORE THE CITY COMMISSION OF
THE CITY OF SHAWNEE, OKLAHOMA**

RECEIVED CITY CLERK'S OFFICE
Date 3-26-2021 Time 2:05pm

NOTICE OF APPEAL OF ADMINISTRATIVE ORDERS

Nicholas Atwood, the duly appointed and acting Special Administrator of the Estates of Vonda Lee Oldham, deceased, and Lester Leon Stapp, deceased ("Appellant"), by and through his counsel, Matt Hopkins, hereby appeals to the City Commission of the City of Shawnee, Oklahoma to reverse and vacate the two Administrative Orders referenced below. In support of his appeal, Appellant shows the Commission as follows:

1. Vonda Lee Oldham ("Oldham") resided at the home she owned at 422 W. Forrest, Shawnee, OK 74801 (the "Oldham House"), prior to her death. Oldman died on June 28, 2011.

2. Lester Leon Stapp ("Stapp") resided at the home he owned at 420 W. Forrest, Shawnee, OK 74801 (the "Stapp House"), prior to his death. Stapp died on July 7, 2014.

3. On or about February 3, 2021, the Code Enforcement Department of the City, by and through Warren Ingersoll, issued Notice of Hearing Concerning Dilapidated Building(s) to Oldham (the "Oldham Notice"), advising Oldham that public hearing would be had on February 18, 2021 regarding consideration of ordering the Oldham House to be torn down and removed. A copy of the Oldham Notice is attached as Exhibit "A". The hearing initially set for February 18, 2021, was continued until March 18, 2021.

4. On or about February 3, 2021, the Code Enforcement Department of the City, by and through Warren Ingersoll, issued Notice of Hearing Concerning Dilapidated

Building(s) to Stapp (the “Stapp Notice”), advising Stapp that public hearing would be had on February 18, 2021 regarding consideration of ordering the Stapp House to be torn down and removed. A copy of the Stapp Notice is attached as Exhibit “B”. The hearing initially set for February 18, 2021, was continued until March 18, 2021.

5. The Code Enforcement Department was aware, at the time of the Oldham Notice and the Stapp Notice, that both Oldham and Stapp were deceased.

6. Though certain family members were notified of the hearing by letter dated February, 2021, and were subsequently informed through counsel that the hearing had been continued, neither they nor counsel were informed that the hearing had been reset for March 18, 2021. In any event, no family member of Oldham or Stapp was a proper legal representative of the owners of the properties.

7. On March 18, 2021, Administrative Hearing Officer Kevin Moore entered an Administrative Order (the “Oldham Order”) finding that:

- (a) due and proper service was made on Respondent (Deceased Vonda Lee Oldham) at least ten days prior to the hearing;
- (b) Vonda Lee Oldham (Deceased) failed to appear;
- (c) the Oldham House is dilapidated and detrimental to the health, safety and welfare of the general public or community;
- (d) the Oldham House creates a fire hazard dangerous to other property; and
- (e) that the property would benefit from removal of the Oldham House.

The Oldham Order also ordered Vonda Lee Oldham, a deceased person, to dismantle and remove the Oldham House. A copy of the Oldham Order is attached as Exhibit “C”.

8. On March 18, 2021, Administrative Hearing Officer Kevin Moore entered an Administrative Order (the “Stapp Order”) finding that:

- (a) due and proper service was made on Respondent (Deceased Lester Leon Stapp) at least ten days prior to the hearing;
- (b) Lester Leon Stapp (Deceased) failed to appear;
- (c) the Stapp House is dilapidated and detrimental to the health, safety and welfare of the general public or community;
- (d) the Stapp House creates a fire hazard dangerous to other property; and
- (e) that the property would benefit from removal of the Stapp House.

The Stapp Order also ordered Lester Leon Stapp, a deceased person, to dismantle and remove the Stapp House. A copy of the Oldham Order is attached as Exhibit “D”.

9. Petitioner was appointed as the Special Administrator of the Estates of Oldham and Stapp by the District Court of Pottawatomie County, Oklahoma, on March 26, 2021. A copy of Petitioner’s Letters of Administration is attached as Exhibit “E”. No prior legal representative of either estate had ever been appointed.

10. The Oldham Order and the Stapp Order should each be reversed and vacated by the City Commission because both the Oldham Notice and the Stapp Notice were deficient, failed to follow Article XII of the Shawnee, OK Code of Ordinances, and violate due process protections afforded to the owners of the Oldham House and the Stapp House by the Oklahoma and United States Constitutions. Both the Oldham Notice and the Stapp Notice were deficient in the following ways:

- (a) Neither Notice was served in the manner required by Code 1986 § 7-582 (a) (1), which requires at least 10 days’ notice to the *property owner* before the hearing is

held. Neither property owner was notified of the hearing, and such notice was known to the representatives of the City to be impossible, because the prior deaths of Oldham and Stapp were known to them.

(b) The record does not reflect, in either the Oldham Order or the Stapp Order, that Notice of the hearings was posted at the properties, as required by Code 1986 § 7-582 (a) (1).

(c) The record does not reflect, in either the Oldham Order or the Stapp Order, that a copy of either Notice was sent by certified mail to the property owners at their addresses shown on the current year's tax rolls or some other more reliable source, as required by Code 1986 § 7-582 (a) (1).

(d) The record does not reflect, in either the Oldham Order or the Stapp Order, that the municipality obtained a receipt of mailing from the postal service, indicating the date of mailing and the name and address of the recipient of mailing at the time either the Oldham Notice or the Stapp Notice was mailed, as required by Code 1986 § 7-582 (a) (1).

(e) The record does not reflect, in either the Oldham Order or the Stapp Order, whether certified mail to either property owner was refused or if the property owner could not be located, and each Order further fails to record whether, if the property owner could not be located, that Notice of the hearing on both properties was published in a newspaper at least ten days before the hearings, as required by Code 1986 § 7-582 (a) (1).

(f) Most importantly, both the Oldham Order and the Stapp Order failed to set forth the information required in such notices by Code 1986 § 7-582 (a) (1). The Code provision requires the Notice to "state in general terms *the specific problem or problems* with the building which cause it to be dilapidated or otherwise detrimental to the health,

safety, or welfare of the general public”. [Emphasis Added.] Neither the Oldham Notice nor the Stapp Notice identifies specific problem(s) with either property that cause them to be allegedly dilapidated. Instead, each Notice states as follows:

The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

Nothing in either Notice states what specific alleged problems cause the Oldham House or the Stapp House to be allegedly dilapidated. Rather, the Notice simply states instead what the Code Enforcement Department is seeking – dilapidation of the buildings. The flaw in the Notice is fatal and, in direct contravention of the Code, fails to notify anyone of the alleged problems with the structures.

(g) Neither the Oldham Notice nor the Stapp Notice was served on the property owner (both deceased and known to the City to be deceased) or any legal representative of either property owner. The only proper service of Notice can be made on Petitioner as the sole legal representative of both deceased property owners.

11. Fiona Rene (“Rene”), granddaughter of Oldham and great-niece of Stapp, has worked with the consent of the rest of Oldham’s and Stapp’s surviving family members toward a plan to secure the homes through the Special Administration of the estates of Oldham and Stapp. Rene’s plan is to work with two local non-profit organizations to revitalize the properties (which will include either the rehabilitation or the demolishing of both the Oldham House, the Stapp House, or both, depending on their structural viability). The plan will include turning the properties, with revitalized or new structures, into centers that can be used by the non-profit organizations for community programming. This use of both properties is in the better interest of the City and the

community in which the properties are located. This plan will include discussion with City representatives and action approved by them in order to remove any deficiencies on either property that may make the properties a danger to the community, so that such dangers are removed quickly. To place this plan into action, Rene has engaged counsel, Matt Hopkins, and has met via telephone with the directors of the local non-profit organizations she hopes to work with to turn the properties into positive assets for the community and the City. The directors of the non-profits have indicated strong desire to work with Rene toward this end.

12. Likewise, it is in the best interest of the City to avoid spending taxpayer dollars for the demolishing of either the Oldham House or the Stapp House. In all likelihood, such expenditure would never be recovered, and would lead to the properties on which each house sits being vacant for a long period of time and, likely, create a continuing maintenance expenditure for the City.

For the reasons stated above, Petitioner, Nicholas Atwood, duly appointed and acting Special Administrator of the Estates of Vonda Lee Oldham and Lester Leon Stapp, moves the Commission to reverse and vacate the Oldham Order and the Stapp Order and for such other relief as the Commission deems appropriate under the circumstances.

Respectfully submitted,



MATT HOPKINS, OBA# 16666

8100 N. May Avenue

Oklahoma City, OK 73120

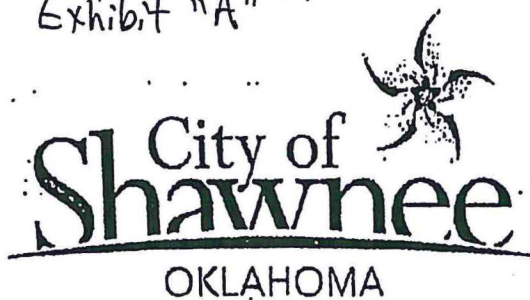
Telephone: (405) 202-6732

Fax: (405) 275-5048

matt@hhdinc.com

ATTORNEY FOR PETITIONER

Exhibit "A"



Notice of Hearing Concerning Dilapidated Building(s)

02/03/2021

VONDA OLDHAM
422 W FORREST
SHAWNEE, OK 74801

Problem Property: 422 W FORREST
Legal: AP BLK 99 W40' LOTS 5 & 6

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:30 AM. on **02/18/2021**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: Fiona Oldham 850 Palm Ave #102 West Hollywood Ca.90069 Ronnie Oldham 7101 Bucaneer Trail Austin Tx.78729 Midfirst Bank Shawnee N Office Po Box 269979 Oklahoma City Ok.73126

Exhibit "B"



Notice of Hearing Concerning Dilapidated Building(s)

02/03/2021

LESTER STAPP
420 W FORREST
SHAWNEE, OK 74801

Problem Property: 420 W FORREST
Legal: AP BLK 99 E100' LOTS 5 & 6

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:00 AM. on 12/18/2021; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: Fiona Oldam 850 Palm Ave West Hollywood Ca. 90069 Ronnie Oldham 7101 Bucaneer Trail Austin Tx. 78729

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

Exhibit "C"

ADMINISTRATIVE ORDER

Now, on this 18th day of March, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

☒ failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 422 W. Forrest

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to March 28th, 2021 and shall complete such work no later than April 18th, 2021.

failed to appear
Property owner or Representative

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

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

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

ADMINISTRATIVE ORDER

Exhibit "D"

Now, on this 18th day of March, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

☒ failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 420 W. Forrest

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to March 28th, 2021 and shall complete such work no later than April 18th, 2021.

failed to appear
Property owner or Representative

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

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

Exhibit "E"

FILED
IN THE DISTRICT COURT

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY MAR 26 2021
STATE OF OKLAHOMA

POTTAWATOMIE COUNTY, OK
VALERIE N. UELTZEN, COURT CLERK
By *Valerie N. Ueltzen* DEPUTY

IN THE MATTER OF THE ESTATES OF)
VONDA LEE OLDHAM, DECEASED, and)
LESTER LEON STAPP, DECEASED.)

Case No. PB-21-37

LETTERS OF ADMINISTRATION

Nicholas Atwood is hereby appointed special administrator of the estates of Vonda Lee Oldham, deceased, and Lester Leon Stapp, deceased.

Witness John G. Canavan, Jr., Judge of the District Court of Pottawatomie County, State of Oklahoma, the 26th day of March, 2021.

John G. Canavan, Jr.

JOHN G. CANAVAN, JR.
JUDGE OF THE DISTRICT COURT

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss:
COUNTY OF POTTAWATOMIE)

I, Nicholas Atwood, do solemnly affirm that I will faithfully perform, according to law, the duties of special administrator of the estates of Vonda Lee Oldham, deceased, and Lester Leon Stapp, deceased.

Nicholas Atwood

NICHOLAS ATWOOD

Subscribed and sworn to before me this 26th day of March, 2021.

CERTIFICATE OF TRUE COPY
State of Oklahoma
Pottawatomie County
I, Valerie N. Ueltzen, Court Clerk, Within and for the State and County aforesaid, do hereby certify that the above foregoing is a full, true, correct and complete copy of the original as the same appears on record and on file in my office.
WITNESS my hand as Court Clerk and official seal this 26th day of MARCH, 2021
By *Valerie N. Ueltzen* Deputy

John G. Canavan, Jr.

JOHN G. CANAVAN, JR.
JUDGE OF THE DISTRICT COURT



Planning & Community Development

MEMORANDUM

DATE: April 19th, 2021

TO: Honorable Mayor & City Commissioners

FROM: Rebecca Blaine, Planning Director

RE: Code Enforcement Demolition Appeal for 420 W. Forrest

An appeal has been made for 420 W. Forrest to allow for remodeling instead of the property being demolished by the City, resulting in cost, fees and interest being filed in the form of liens to the property. Property ownership was verified by the County Assessor's Office. Taxpayer was verified by the County Treasurer's Office, reflecting last year of property taxes paid was in 2014. This information hosted by the County gives no indication of if a property owner is deceased.

The decision is before you all to determine if you wish to grant the appeal to not demolish the single-family home, or if you wish to deny the appeal, resulting in the City hiring a contractor to demolish the structure. General procedure for if granted is that the applicant obtains a building permit within 48-hours of decision, continuous progress is made with checkpoints every 30 days, and all work has necessary inspections performed for life, safety, welfare facets meeting all adopted codes: 2015 IRC (International Residential Code), 2015 IPC (International Plumbing Code), 2014 NEC (National Electric Code), 2015 IFGC (International Fuel Gas Code), 2015 IFC (International Fire Code), and all other applicable city codes.

Attached are the following documents regarding this Code Case: **Hearing Checklist, Pottawatomie County Assessor Report, Hearing Notice (mailed 02.03.2021), Hearing Notice for Publication, Affidavit of Publication 02.05.2021), Certificate of Mailing (02.04.2021), First Posted Notice (02.04.2021), Returned Mail (02.09.2021), Returned Mail (02.10.2021), Second Posted Notice (02.19.2021), Certificate of Mailing (02.19.2021), Affidavit of Publication (02.19.2021), Second Posted Notice (02.19.2021), Hearing Notes (03.18.2021), Administrative Order (03.18.2021), Hearing Sign In Sheet (03.18.2021), Building Inspector's Report, Photo of Property (02.12.2021), and Photo of Property (04.14.2021).**



04/14/2021 13:40

420 W. FORREST ST.

Hearing Checklist

ADDRESS 420 W. Forrest

Date: 1-7-21

[illegible]

Property Owner**Name:** STAPP LESTER L**Mailing Address:** 420 W FORREST

SHAWNEE, OK 74801

Type: (RI) Res. Improv.**Tax Dist:** (93SHA) Shawnee SD**Millage Rate:** 104.41**Property Information****Physical Address:** 420 FORREST W**Subdivision:** AP Shawnee**Block / Lot:** 099 / 005**Size (Acres):** 0.000*Wetla 5-28-14***Extended Legal:** AP BLK 99 E100' LOTS 5 & 6**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	3,750	450
Building:	9707	1165
Total:	13,457	1,615
Exemptions:		-1,000
Net Assessed:		615

*Demo Hearing***Land:**

Land Use	Size	Units
Land-(0015)	1.50	LT

Taxes:

Estimated Taxes:	\$64	Note: Tax amounts are estimates only. Contact the county treasurer for exact amounts.
Exemptions:	1,000	

1st. notice



Notice of Hearing Concerning Dilapidated Building(s)

02/03/2021

LESTER STAPP
420 W FORREST
SHAWNEE, OK 74801

Problem Property: 420 W FORREST
Legal: AP BLK 99 E100' LOTS 5 & 6

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:00 AM. on **02/18/2021**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: Fiona Oldam 850 Palm Ave West Hollywood Ca. 90069 Ronnie Oldham 7101 Bucaneer Trail Austin Tx. 78729 ~~XXXXXXXXXX~~
~~XXXXXXXXXX~~

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on **Thursday March 18th 2021**(at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 420 W Forrest – AP SHAWNEE BLK. 99 E100' LOTS 5 & 6 – Lester Stapp, Fiona Oldham & Ronnie Oldham

9:30 AM 422 W Forrest – AP SHAWNEE BLK. 99 W40' LOTS 5 & 6 – Vonda Oldham, Ronnie Oldham & Midfirst Bank Shawnee North Office

10:00 AM 223 S Oklahoma – SEMINOLE BLK 3 LOTS 28 & 29 (223 & 225 S Oklahoma)—Donna Murrell

10:30 AM 202 S Draper – GOLDON HILL BLK 2 LOTS 1 THRU 4 –Sooner Rose Properties LLC

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

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

(Published One Time in The County Democrat, February 5, 2021).

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

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

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on **Thursday February 18th 2021** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 420 W Forrest - AP
SHAWNEE BLK. 99 E100' LOTS 5 & 6
- Lester Stapp, Fiona Oldham & Ronnie Oldham

9:30 AM 422 W Forrest - AP
SHAWNEE BLK. 99 W40' LOTS 5 & 6 -
Vonda Oldham, Ronnie Oldham & Midfirst Bank Shawnee North Office

10:00 AM 223 S Oklahoma -
SEMINOLE BLK 3 LOTS 28 & 29 (223 &
225 S Oklahoma)—Donna Murrell

10:30 AM 202 S Draper - GOLDON
HILL BLK 2 LOTS 1 THRU 4 -Sooner Rose Properties LLC

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

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

February 5, 2021

Publishing Fee \$ 81.50

/s/ Renee' Wortham

Subscribed and sworn to before me this 5th

day of February, 20 21

/s/ Cathy J. Colvin Notary Public

My commission expires: 07/02/24

NOTARY PUBLIC State of OK
CATHY J. COLVIN
Comm. # 20007983
Expires 07-02-2024

COPY

Name and Address of Sender

Check type of mail or service:

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

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

14.85

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Lester Stapp	420 W. Forrest	.50	.55									
2. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA 90069	.50	.55									
3. Vonda Oldham	422 W. Forrest Shawnee, OK 74801	.50	.55									
4. Ronnie Oldham	7101 Buccaneer Trail Austin, TX 78729	.50	.55									
5. Donna Murrell	229 S. Center Shawnee, OK 74801	.50	.55									
6. Sooner Rose Prop. LLC	1 Dawson Ln. Shawnee, OK 74801	.50	.55									
7. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA 90069	.50	.55									
8.												

NEOPOST
02/04/2021
US POSTAGE \$014.85
ZIP 74801
041L11258671

Total Number of Pieces Listed by Sender 27
 Total Number of Pieces Received at Post Office 27
 Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse



notice posted

City of Shawnee

BOX 1448
SHAWNEE, OK 74802-1448

ACTION CENTER

RETURN SERVICE REQUESTED

OKLAHOMA CITY OK 730

NEOPOST

4 FEB 2021 PM 5 L 02/04/2021

US POSTAGE



FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
SHAWNEE, OK
PERMIT NO. 368

ZIP 74801
041L11258671

Notice of Hearing Concerning DL

02/03/2021

LESTER STAPP
420 W FORREST
SHAWNEE, OK 74801

Problem Property: 420 W FORREST

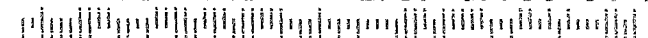
NIXIE 731 DE 1 0002/09/21

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC

74802144848

BC: 74802144848 *1757-07750-04-39



City of Shawnee

BOX 1448
SHAWNEE, OK 74802-1448

ACTION CENTER
RETURN SERVICE REQUESTED

OKLAHOMA CITY OK 730

4 FEB 2021 PM 6 L

NEOPOST

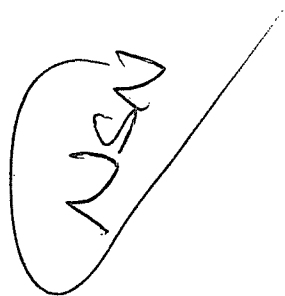
02/04/2021

US POSTAGE

\$0.00



2
04



Fiona Oldham
850 Palm Ave. #102
West Hollywood, Ca. 90069

NIXIE 911 7E 1 7202/

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTFK1: 9352228827

UTF
90069-40069

SC: 74802144848 *5057-8822

2nd notice



Notice of Hearing Concerning Dilapidated Building(s)

02/19/2021

LESTER STAPP
420 W FORREST
SHAWNEE, OK 74801

Problem Property: 420 W FORREST
Legal: AP BLK 99 E100' LOTS 5 & 6

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:00 Am. on **03/18/2021**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: Fions oldham 850 Palm Ave #12
West Hollywood, Ca. 90069

Ronnie Oldham 7101 Buccener Trail
Austin, Tx, 78729

Name and Address of Sender

Check type of mail or service:

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

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

3.30

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Sooner Rose Properties LLC.	1 Dawson Ln. Shawnee, OK. 74804	.50	.55									
2. Donna Murrell	229 S. Center Shawnee, OK. 74801	.50	.55									
3. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA 90069	.50	.55									
4. Ronnie Oldham	7101 Bucanero Trail Austin, TX. 78729	.50	.55									
5. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA 90069	.50	.55									
6. Ronnie Oldham	7101 Bucanero Trail Austin, TX. 78729	.50	.55									
7.												
8.												

NEOPOST
02/19/2021
US POSTAGE \$005.30

ZIP 74801
041L11258671
FEB 19 2021
USPS 74801

Total Number of Pieces Listed by Sender 10

Total Number of Pieces Received at Post Office 10

Postmaster, P.O. Name of receiving employee

See Privacy Act Statement on Reverse

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on Thursday March 18th 2021(at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 420 W Forrest - AP SHAWNEE BLK. 99 E100' LOTS 5 & 6 - Lester Stapp, Fiona Oldham & Ronnie Oldham

9:30 AM 422 W Forrest - AP SHAWNEE BLK. 99 W40' LOTS 5 & 6 - Vonda Oldham, Ronnie Oldham & Midfirst Bank Shawnee North Office

10:00 AM 223 S Oklahoma - SEMINOLE BLK 3 LOTS 28 & 29 (223 & 225 S Oklahoma) - Donna Murrell

10:30 AM 202 S Draper - GOLDON HILL BLK 2 LOTS 1 THRU 4 - Sooner Rose Properties LLC

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

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

February 19, 2021

Publishing Fee \$ 81.25

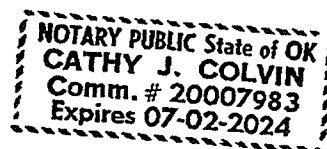
/s/ Renee' Wortham

Subscribed and sworn to before me this 19th

day of February, 20 21

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24





Notice posted

HEARING DATE 3-18-21 ADDRESS 420 W. Forest

OWNER PRESENT Yes/No/Who Yes

TIME MEETING STARTS 9:00 AM

NOTES NO SHOW Letter Stapp Owner May 2014
Vacant - Broken windows Broken doors -
Vandalized - tapes behind 2014-2021

Moved forward to demo April 18²⁰²¹ or after
2020

ORDER _____

PERMIT OBTAINED BY _____

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

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

ADMINISTRATIVE ORDER

Now, on this 18th day of March, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

☒ failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 420 W. Forrest

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to March 28th, 2021 and shall complete such work no later than April 18th, 2021.

failed to appear
Property owner or Representative

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


Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

420 W. Forrest
422 W. Forrest
123 S. Oklahoma
102 S. Draper

Sign In Sheet

DATE 3-18-21

(PLEASE PRINT)

ADDRESS	NAME	PHONE #	MAILING ADDRESS
---------	------	---------	-----------------

420 W. Forrest	Failed to appear		
----------------	------------------	--	--

422 W. Forrest	Failed to appear		
----------------	------------------	--	--

123 S. Oklahoma	David Bejewell	550-9756	
-----------------	----------------	----------	--

102 S. Draper	Failed to appear		
---------------	------------------	--	--

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 420 W Forrest
Lots 5 & 6, Block 99 E100',
AP Addition

OWNER: Lester Stapp

HEARING DATE: March 18th, 2021

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a single-story 751 sqft wood framed and wood siding house which has been vacant since May 2014, according to City utility records. There are broken windows and the front door was open upon my inspection , allowing weather elements to freely enter the house deteriorate its structural integrity.
- Building Official Report: There are some broken windows and front door was open upon my inspection allowing homeless to enter the structure and allowing weather to enter for an extended period of time.do to the improper repair the elements have been able to enter the structure. it appears someone vandalized the inside .
- Other public nuisance cases: 1) high grass and weeds 2) Dilapidated structure
- Notice mailed by Certificate of Mailing and posted upon property on or about February 5, 2021.
- There is a Mortgage.

- Taxes are not up to date :2014,2015,2016,2017,2018,2019,2020,2021

COMMENTS:

- This building was reported by a citizen as dilapidated . Staff confirmed the structure was dilapidated with broken windows and the front door was open allowing weather to substantially enter the building unimpeded .

CURRENT STATUS:

- There has been no change in the building's physical condition as of February 12, 2021. Given the extent of deterioration, owner must apply for a remodel permit within forty eight hours of the hearing date and have 50% of building brought up to code within six months of the hearing date or the City of Shawnee will abate the property in question and have all structure's removed.

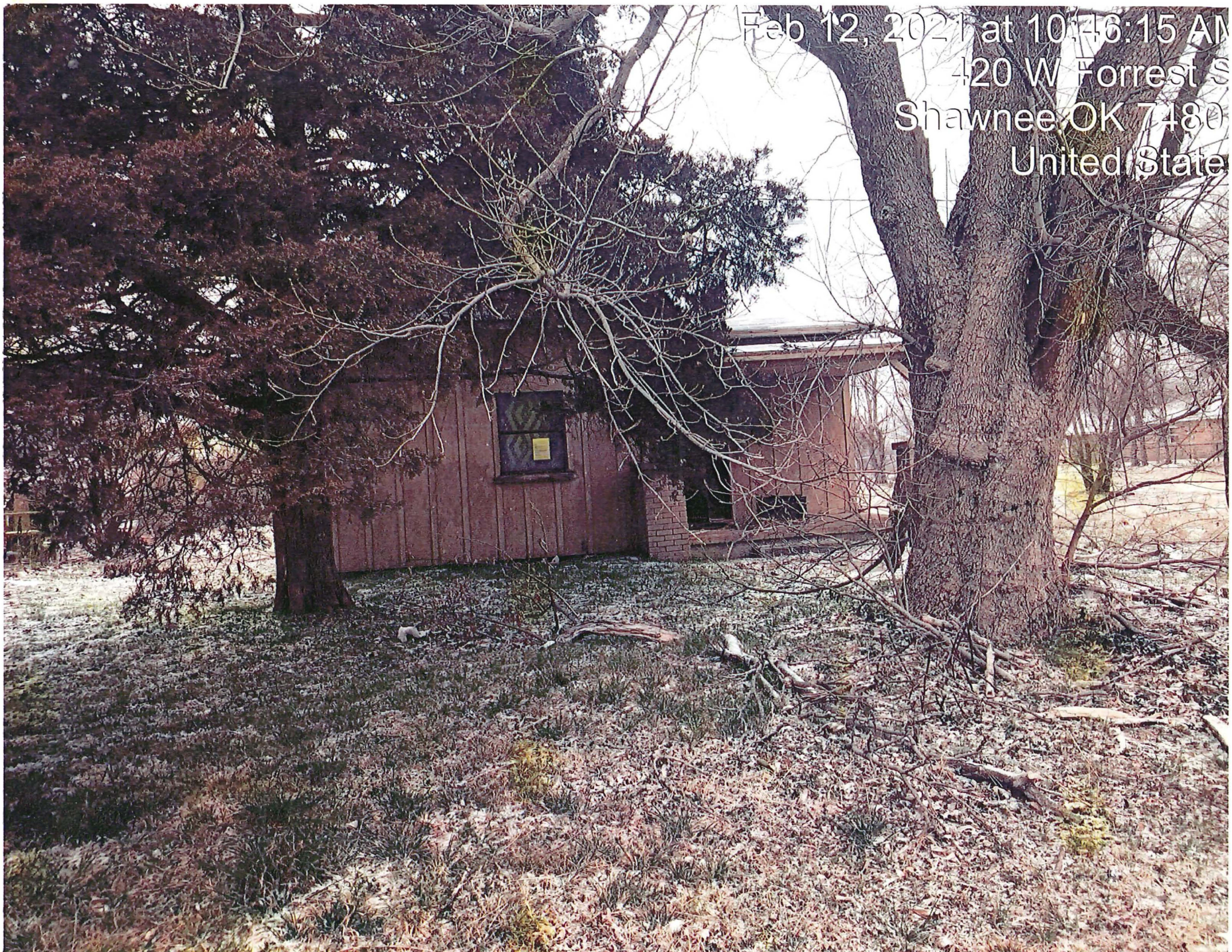
RECOMMENDATION:

- The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:
 - 1)That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety or welfare of the general public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety and welfare of the general public
- The hearing officer should declare the property a dilapidation public nuisance and order it abated by demolition and removal. The abatement shall commence on or after April 18th, 2021.

Feb 12, 2021 at 10:46:40 AM
420 W Forrest S
Shawnee OK 7480
United State



Feb 12, 2021 at 10:46:15 AM
420 W Forrest S
Shawnee, OK 74801
United States



Regular Board of Commissioners

11.

Meeting Date: 05/17/2021

Notice of Appeal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.)*

Attachments

Notice of Appeal

Staff Report

**BEFORE THE CITY COMMISSION OF
THE CITY OF SHAWNEE, OKLAHOMA**

RECEIVED CITY CLERK'S OFFICE
Date 3-26-2021 Time 2:05pm

NOTICE OF APPEAL OF ADMINISTRATIVE ORDERS

Nicholas Atwood, the duly appointed and acting Special Administrator of the Estates of Vonda Lee Oldham, deceased, and Lester Leon Stapp, deceased ("Appellant"), by and through his counsel, Matt Hopkins, hereby appeals to the City Commission of the City of Shawnee, Oklahoma to reverse and vacate the two Administrative Orders referenced below. In support of his appeal, Appellant shows the Commission as follows:

1. Vonda Lee Oldham ("Oldham") resided at the home she owned at 422 W. Forrest, Shawnee, OK 74801 (the "Oldham House"), prior to her death. Oldman died on June 28, 2011.

2. Lester Leon Stapp ("Stapp") resided at the home he owned at 420 W. Forrest, Shawnee, OK 74801 (the "Stapp House"), prior to his death. Stapp died on July 7, 2014.

3. On or about February 3, 2021, the Code Enforcement Department of the City, by and through Warren Ingersoll, issued Notice of Hearing Concerning Dilapidated Building(s) to Oldham (the "Oldham Notice"), advising Oldham that public hearing would be had on February 18, 2021 regarding consideration of ordering the Oldham House to be torn down and removed. A copy of the Oldham Notice is attached as Exhibit "A". The hearing initially set for February 18, 2021, was continued until March 18, 2021.

4. On or about February 3, 2021, the Code Enforcement Department of the City, by and through Warren Ingersoll, issued Notice of Hearing Concerning Dilapidated

Building(s) to Stapp (the “Stapp Notice”), advising Stapp that public hearing would be had on February 18, 2021 regarding consideration of ordering the Stapp House to be torn down and removed. A copy of the Stapp Notice is attached as Exhibit “B”. The hearing initially set for February 18, 2021, was continued until March 18, 2021.

5. The Code Enforcement Department was aware, at the time of the Oldham Notice and the Stapp Notice, that both Oldham and Stapp were deceased.

6. Though certain family members were notified of the hearing by letter dated February, 2021, and were subsequently informed through counsel that the hearing had been continued, neither they nor counsel were informed that the hearing had been reset for March 18, 2021. In any event, no family member of Oldham or Stapp was a proper legal representative of the owners of the properties.

7. On March 18, 2021, Administrative Hearing Officer Kevin Moore entered an Administrative Order (the “Oldham Order”) finding that:

- (a) due and proper service was made on Respondent (Deceased Vonda Lee Oldham) at least ten days prior to the hearing;
- (b) Vonda Lee Oldham (Deceased) failed to appear;
- (c) the Oldham House is dilapidated and detrimental to the health, safety and welfare of the general public or community;
- (d) the Oldham House creates a fire hazard dangerous to other property; and
- (e) that the property would benefit from removal of the Oldham House.

The Oldham Order also ordered Vonda Lee Oldham, a deceased person, to dismantle and remove the Oldham House. A copy of the Oldham Order is attached as Exhibit “C”.

8. On March 18, 2021, Administrative Hearing Officer Kevin Moore entered an Administrative Order (the “Stapp Order”) finding that:

- (a) due and proper service was made on Respondent (Deceased Lester Leon Stapp) at least ten days prior to the hearing;
- (b) Lester Leon Stapp (Deceased) failed to appear;
- (c) the Stapp House is dilapidated and detrimental to the health, safety and welfare of the general public or community;
- (d) the Stapp House creates a fire hazard dangerous to other property; and
- (e) that the property would benefit from removal of the Stapp House.

The Stapp Order also ordered Lester Leon Stapp, a deceased person, to dismantle and remove the Stapp House. A copy of the Oldham Order is attached as Exhibit “D”.

9. Petitioner was appointed as the Special Administrator of the Estates of Oldham and Stapp by the District Court of Pottawatomie County, Oklahoma, on March 26, 2021. A copy of Petitioner’s Letters of Administration is attached as Exhibit “E”. No prior legal representative of either estate had ever been appointed.

10. The Oldham Order and the Stapp Order should each be reversed and vacated by the City Commission because both the Oldham Notice and the Stapp Notice were deficient, failed to follow Article XII of the Shawnee, OK Code of Ordinances, and violate due process protections afforded to the owners of the Oldham House and the Stapp House by the Oklahoma and United States Constitutions. Both the Oldham Notice and the Stapp Notice were deficient in the following ways:

- (a) Neither Notice was served in the manner required by Code 1986 § 7-582 (a) (1), which requires at least 10 days’ notice to the *property owner* before the hearing is

held. Neither property owner was notified of the hearing, and such notice was known to the representatives of the City to be impossible, because the prior deaths of Oldham and Stapp were known to them.

(b) The record does not reflect, in either the Oldham Order or the Stapp Order, that Notice of the hearings was posted at the properties, as required by Code 1986 § 7-582 (a) (1).

(c) The record does not reflect, in either the Oldham Order or the Stapp Order, that a copy of either Notice was sent by certified mail to the property owners at their addresses shown on the current year's tax rolls or some other more reliable source, as required by Code 1986 § 7-582 (a) (1).

(d) The record does not reflect, in either the Oldham Order or the Stapp Order, that the municipality obtained a receipt of mailing from the postal service, indicating the date of mailing and the name and address of the recipient of mailing at the time either the Oldham Notice or the Stapp Notice was mailed, as required by Code 1986 § 7-582 (a) (1).

(e) The record does not reflect, in either the Oldham Order or the Stapp Order, whether certified mail to either property owner was refused or if the property owner could not be located, and each Order further fails to record whether, if the property owner could not be located, that Notice of the hearing on both properties was published in a newspaper at least ten days before the hearings, as required by Code 1986 § 7-582 (a) (1).

(f) Most importantly, both the Oldham Order and the Stapp Order failed to set forth the information required in such notices by Code 1986 § 7-582 (a) (1). The Code provision requires the Notice to "state in general terms *the specific problem or problems* with the building which cause it to be dilapidated or otherwise detrimental to the health,

safety, or welfare of the general public”. [Emphasis Added.] Neither the Oldham Notice nor the Stapp Notice identifies specific problem(s) with either property that cause them to be allegedly dilapidated. Instead, each Notice states as follows:

The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

Nothing in either Notice states what specific alleged problems cause the Oldham House or the Stapp House to be allegedly dilapidated. Rather, the Notice simply states instead what the Code Enforcement Department is seeking – dilapidation of the buildings. The flaw in the Notice is fatal and, in direct contravention of the Code, fails to notify anyone of the alleged problems with the structures.

(g) Neither the Oldham Notice nor the Stapp Notice was served on the property owner (both deceased and known to the City to be deceased) or any legal representative of either property owner. The only proper service of Notice can be made on Petitioner as the sole legal representative of both deceased property owners.

11. Fiona Rene (“Rene”), granddaughter of Oldham and great-niece of Stapp, has worked with the consent of the rest of Oldham’s and Stapp’s surviving family members toward a plan to secure the homes through the Special Administration of the estates of Oldham and Stapp. Rene’s plan is to work with two local non-profit organizations to revitalize the properties (which will include either the rehabilitation or the demolishing of both the Oldham House, the Stapp House, or both, depending on their structural viability). The plan will include turning the properties, with revitalized or new structures, into centers that can be used by the non-profit organizations for community programming. This use of both properties is in the better interest of the City and the

community in which the properties are located. This plan will include discussion with City representatives and action approved by them in order to remove any deficiencies on either property that may make the properties a danger to the community, so that such dangers are removed quickly. To place this plan into action, Rene has engaged counsel, Matt Hopkins, and has met via telephone with the directors of the local non-profit organizations she hopes to work with to turn the properties into positive assets for the community and the City. The directors of the non-profits have indicated strong desire to work with Rene toward this end.

12. Likewise, it is in the best interest of the City to avoid spending taxpayer dollars for the demolishing of either the Oldham House or the Stapp House. In all likelihood, such expenditure would never be recovered, and would lead to the properties on which each house sits being vacant for a long period of time and, likely, create a continuing maintenance expenditure for the City.

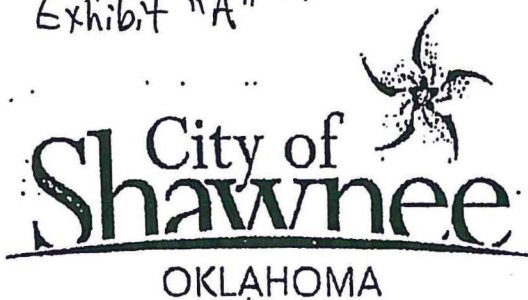
For the reasons stated above, Petitioner, Nicholas Atwood, duly appointed and acting Special Administrator of the Estates of Vonda Lee Oldham and Lester Leon Stapp, moves the Commission to reverse and vacate the Oldham Order and the Stapp Order and for such other relief as the Commission deems appropriate under the circumstances.

Respectfully submitted,



MATT HOPKINS, OBA# 16666
8100 N. May Avenue
Oklahoma City, OK 73120
Telephone: (405) 202-6732
Fax: (405) 275-5048
matt@hhdinc.com
ATTORNEY FOR PETITIONER

Exhibit "A"



Notice of Hearing Concerning Dilapidated Building(s)

02/03/2021

VONDA OLDHAM
422 W FORREST
SHAWNEE, OK 74801

Problem Property: 422 W FORREST
Legal: AP BLK 99 W40' LOTS 5 & 6

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:30 AM. on **02/18/2021**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: Fiona Oldham 850 Palm Ave #102 West Hollywood Ca. 90069 Ronnie Oldham 7101 Bucaneer Trail Austin Tx. 78729 Midfirst Bank Shawnee N Office Po Box 269979 Oklahoma City Ok. 73126

Exhibit "B"



Notice of Hearing Concerning Dilapidated Building(s)

02/03/2021

LESTER STAPP
420 W FORREST
SHAWNEE, OK 74801

Problem Property: 420 W FORREST
Legal: AP BLK 99 E100' LOTS 5 & 6

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A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:00 AM. on 12/18/2021; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: Fiona Oldam 850 Palm Ave West Hollywood Ca. 90069 Ronnie Oldham 7101 Bucaneer Trail Austin Tx. 78729

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

Exhibit "C"

ADMINISTRATIVE ORDER

Now, on this 18th day of March, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

☒ failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 422 W. Forrest

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to March 28th, 2021 and shall complete such work no later than April 18th, 2021.

failed to appear
Property owner or Representative

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

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

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

ADMINISTRATIVE ORDER

Exhibit "D"

Now, on this 18th day of March, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

☒ failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 420 W. Forrest

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to March 28th, 2021 and shall complete such work no later than April 18th, 2021.

failed to appear
Property owner or Representative

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

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

Exhibit "E"

FILED
IN THE DISTRICT COURT

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY MAR 26 2021
STATE OF OKLAHOMA

POTTAWATOMIE COUNTY, OK
VALERIE N. UELTZEN, COURT CLERK
By *Valerie N. Ueltzen* DEPUTY

IN THE MATTER OF THE ESTATES OF)
VONDA LEE OLDHAM, DECEASED, and)
LESTER LEON STAPP, DECEASED.)

Case No. PB-21-37

LETTERS OF ADMINISTRATION

Nicholas Atwood is hereby appointed special administrator of the estates of Vonda Lee Oldham, deceased, and Lester Leon Stapp, deceased.

Witness John G. Canavan, Jr., Judge of the District Court of Pottawatomie County, State of Oklahoma, the 26th day of March, 2021.

John G. Canavan, Jr.

JOHN G. CANAVAN, JR.
JUDGE OF THE DISTRICT COURT

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss:
COUNTY OF POTTAWATOMIE)

I, Nicholas Atwood, do solemnly affirm that I will faithfully perform, according to law, the duties of special administrator of the estates of Vonda Lee Oldham, deceased, and Lester Leon Stapp, deceased.

Nicholas Atwood

NICHOLAS ATWOOD

Subscribed and sworn to before me this 26th day of March, 2021.

CERTIFICATE OF TRUE COPY
State of Oklahoma
Pottawatomie County
I, Valerie N. Ueltzen, Court Clerk, Within and for the State and County aforesaid, do hereby certify that the above foregoing is a full, true, correct and complete copy of the original as the same appears on record and on file in my office.
WITNESS my hand as Court Clerk and official seal this 26th day of MARCH, 2021
By *Valerie N. Ueltzen* Deputy

John G. Canavan, Jr.

JOHN G. CANAVAN, JR.
JUDGE OF THE DISTRICT COURT



Planning & Community Development

MEMORANDUM

DATE: April 19th, 2021

TO: Honorable Mayor & City Commissioners

FROM: Rebecca Blaine, Planning Director

RE: Code Enforcement Demolition Appeal for 422 W. Forrest

An appeal has been made for 422 W. Forrest to allow for remodeling instead of the property being demolished by the City, resulting in cost, fees and interest being filed in the form of liens to the property. Property ownership was verified by the County Assessor's Office. Taxpayer was verified by the County Treasurer's Office, reflecting last year of property taxes paid was in 2014. This information hosted by the County gives no indication of if a property owner is deceased.

The decision is before you all to determine if you wish to grant the appeal to not demolish the single-family home, or if you wish to deny the appeal, resulting in the City hiring a contractor to demolish the structure. General procedure for if granted is that the applicant obtains a building permit within 48-hours of decision, continuous progress is made with checkpoints every 30 days, and all work has necessary inspections performed for life, safety, welfare facets meeting all adopted codes: 2015 IRC (International Residential Code), 2015 IPC (International Plumbing Code), 2014 NEC (National Electric Code), 2015 IFGC (International Fuel Gas Code), 2015 IFC (International Fire Code), and all other applicable city codes.

Attached are the following documents regarding this Code Case: **Hearing Checklist, Pottawatomie County Assessor Report, Hearing Notice (mailed 02.03.2021), Hearing Notice for Publication, Affidavit of Publication (02.05.2021), Certificate of Mailing (02.04.2021), First Posted Notice (02.04.2021), Returned Mail (02.09.2021 & 02.10.2021), Second Hearing Notice (02.19.2021), Administrative Order (03.18.2021), Hearing Sign In Sheet (03.18.2021), Hearing Notes (03.18.2021), Building Inspector's Report, Certificate of Mailing (02.19.2021), Affidavit of Publication (02.19.2021), Second Posted Notice (02.19.2021), Release of Mortgage from SURA, Photo of Property (02.12.2021), and Photo of Property (04.14.2021).**



04/14/2021 13:39

422 W. FORREST ST.

Dilapidated Building

Hearing Checklist

ADDRESS 422 W. Forrest

Date: 1-7-21

[illegible]

As of: 11/18/2020

Property Owner**Name:** OLDHAM VONDA**Mailing Address:** 422 W FOREST

SHAWNEE, OK 74801

Type: (RI) Res. Improv.**Tax Dist:** (93SHA) Shawnee SD**Millage Rate:** 101.04**Property Information****Physical Address:** 422 FORREST W**Subdivision:** AP Shawnee**Block / Lot:** 099 / 006**Size (Acres):** 0.000*Water 6-27-18**Demo***Extended Legal:** AP BLK 99 W40' LOTS 5 & 6**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	1,250	150
Building:	20350	2442
Total:	21,600	2,592
Exemptions:		0
Net Assessed:		2,592

Land:

Land Use	Size	Units
Land-(0015)	0.50	LT

Taxes:

Estimated Taxes:	\$271	Note: Tax amounts are estimates only. Contact the county treasurer for exact amounts.
Exemptions:	0	

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
12/20/1996	2614	233	Warr. Deed	0.00	\$0	OLDHAM VONDA		



Notice of Hearing Concerning Dilapidated Building(s)

02/03/2021

VONDA OLDHAM
422 W FORREST
SHAWNEE, OK 74801

Problem Property: 422 W FORREST
Legal: AP BLK 99 W40' LOTS 5 & 6

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **9:30 AM.** on **02/18/2021**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: Fiona Oldham 850 Palm Ave #102 West Hollywood Ca. 90069 Ronnie Oldham 7101 Buccaneer Trail Austin Tx. 78729 Midfirst Bank Shawnee N Office Po Box 269979 Oklahoma City Ok. 73126

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on **Thursday March 18th 2021**(at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 420 W Forrest – AP SHAWNEE BLK. 99 E100’ LOTS 5 & 6 – Lester Stapp, Fiona Oldham & Ronnie Oldham

9:30 AM 422 W Forrest – AP SHAWNEE BLK. 99 W40’ LOTS 5 & 6 – Vonda Oldham, Ronnie Oldham & Midfirst Bank Shawnee North Office

10:00 AM 223 S Oklahoma – SEMINOLE BLK 3 LOTS 28 & 29 (223 & 225 S Oklahoma)—Donna Murrell

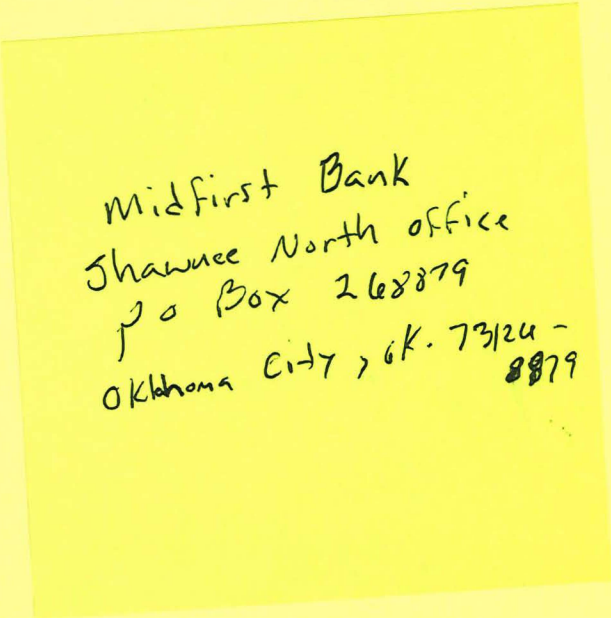
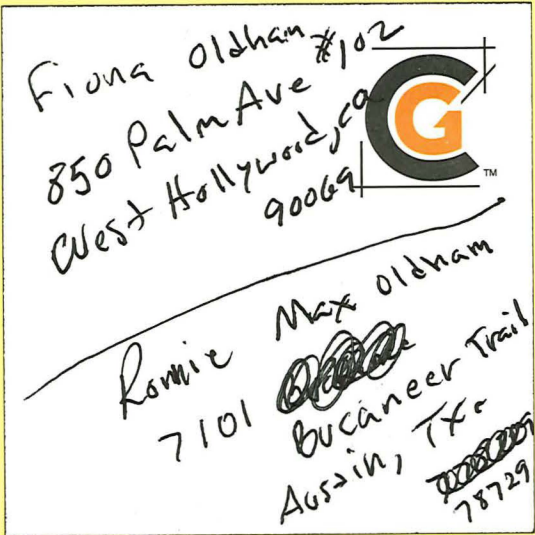
10:30 AM 202 S Draper – GOLDON HILL BLK 2 LOTS 1 THRU 4 –Sooner Rose Properties LLC

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT



(Published One Time in The County Democrat, February 5, 2021).

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

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

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on **Thursday February 18th 2021** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;

2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and

3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 420 W Forrest - AP SHAWNEE BLK. 99 E100' LOTS 5 & 6 - Lester Stapp, Fiona Oldham & Ronnie Oldham

9:30 AM 422 W Forrest - AP SHAWNEE BLK. 99 W40' LOTS 5 & 6 - Vonda Oldham, Ronnie Oldham & Midfirst Bank Shawnee North Office

10:00 AM 223 S Oklahoma - SEMINOLE BLK 3 LOTS 28 & 29 (223 & 225 S Oklahoma)—Donna Murrell

10:30 AM 202 S Draper - GOLDON HILL BLK 2 LOTS 1 THRU 4 -Sooner Rose Properties LLC

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

foreclose the lien against the property and/or to collect such cost from you personally.

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

SS.

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

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

February 5, 2021

Publishing Fee \$ 81.50

/s/ Renee' Wortham

Subscribed and sworn to before me this 5th

day of February, 20 21.

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24

NOTARY PUBLIC State of OK
CATHY J. COLVIN
Comm. # 20007983
Expires 07-02-2024

Name and Address of Sender

Check type of mail or service:

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

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

14.85

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Lester Stapp	420 W. Forrest	.50	.55									
2. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA 90069	.50	.55									
3. Vonda Oldham	422 W. Forrest Shawnee, OK 74801	.50	.55									
4. Ronnie Oldham	7101 Buccener Trail Austin, TX 78729	.50	.55									
5. Donna Murrell	229 S. Center Shawnee, OK 74801	.50	.55									
6. Sooner Rose Prop. LLC	1 Dawson Ln. Shawnee, OK 74801	.50	.55									
7. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA 90069	.50	.55									
8.												

NEOPOST
 02/04/2021
 US POSTAGE \$014.852
 ZIP 74801
 04111258871

Total Number of Pieces
Listed by SenderTotal Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse



notice posted

City of Shawnee
BOX 1448
SHAWNEE, OK 74802-1448

ACTION CENTER
RETURN SERVICE REQUESTED

OKLAHOMA CITY OK 730 POST

4 FEB 2021 PM 5 L

02/04/2021

US POSTAGE



FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
SHAWNEE, OK
PERMIT NO. 368

ZIP 74801
041L11258671

Notice of Hearing Concerning

02/03/2021

VONDA OLDHAM
422 W FORREST
SHAWNEE, OK 74801

Problem Property: 422 W FORREST

NIXIE

731 DE 1

0002/09/21

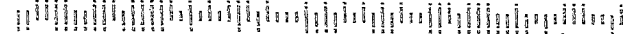
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC

BC: 74802144848

*1757-06847-04-39

74802144848



City of Shawnee

BOX 1448
SHAWNEE, OK 74802-1448

ACTION CENTER
RETURN SERVICE REQUESTED

OKLAHOMA CITY OK 730
NEOPOST

4 FEB 2021 PM 5 L

02/04/2021

US POSTAGE



FIRST-CLASS MAIL

\$000.51¹²

ZIP 74801
041L11258671

NSZ

Fiona Oldham
850 Palm Ave. #102
West Hollywood, Ca. 90069

NIXIE

011 FE 1

0002/10/21

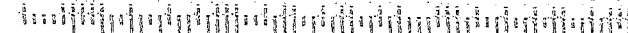
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF

BC: 74802144848

*1757-06847-04-39

90069-020238





Notice of Hearing Concerning Dilapidated Building(s)

02/19/2021

VONDA OLDHAM
422 W FORREST
SHAWNEE, OK 74801

Problem Property: 422 W FORREST
Legal: AP BLK 99 W40' LOTS 5 & 6

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:30 Am. on **03/18/2021**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

cc: Fiona Oldham 850 Palm Ave ^W 102
West Hollywood, Ca.
90069

Konnie Oldham 7101 Bucanear Trail
Austin, Tx. 78729

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

ADMINISTRATIVE ORDER

Now, on this 18th day of March, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

/X/ failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 422 W. Farvest

1) The Respondent shall commence the:

(a) ~~/X/~~ Dismantling and removal of the building(s)

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

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

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

3) Permits shall be obtained prior to March 28th, 2021 and shall complete such work no later than April 18th, 2021.

failed to appear
Property owner or Representative

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


Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

420 W. Forrest
422 W. Forrest
123 S. Oklahoma
102 S. Draper

Sign In Sheet

DATE 3-18-21

(PLEASE PRINT)

ADDRESS	NAME	PHONE #	MAILING ADDRESS
---------	------	---------	-----------------

420 W. Forrest	Failed to appear		
----------------	------------------	--	--

422 W. Forrest	Failed to appear		
----------------	------------------	--	--

123 S. Oklahoma	David Bealwell	550-9756	
-----------------	----------------	----------	--

102 S. Draper	Failed to appear		
---------------	------------------	--	--

HEARING DATE 3.18.21 ADDRESS 422 W Forest

OWNER PRESENT Yes/No/Who Yes

TIME MEETING STARTS 9:30

NOTES No Show

Vonda Oldham June 2018 vacant
holes in roof - windows broken -
no mortgage 2015-2021 behind taxes

Removed by April 18, 2021

ORDER _____

PERMIT OBTAINED BY _____

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 422 W Forrest
Lots 5 & 6, Block 99 w40',
AP Blk

OWNER: Vonda Oldham

HEARING DATE: March 18th, 2021

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a single-story 912 sqft wood framed and wood siding house which has been vacant since June 2018, according to City utility records. There are multiple holes that have developed in the roof and all of windows are broken with some of them boarded up, allowing weather elements to freely enter the house deteriorate its structural integrity. Given the size of the holes and the damage that has occurred, restoration is likely impractical.
- Building Official Report: Roof has roofing material missing and has holes in several areas and has allowed weather to enter for an extended period of time, there is also multiple windows that are broke that have plywood screw over the openings .do to the improper repair the elements have been able to enter the structure. I can see that the sheetrock has falling from the ceiling due to all of the holes in the roof and it appears someone vandalized the inside .
- Other public nuisance cases: 1) high grass and weeds 2) Dilapidated structure

- Notice mailed by Certificate of Mailing and posted upon property on or about February 5, 2021.
- There is a Mortgage.
- Taxes are not up to date :2015,2016,2017,2018,2019,2020,2021

COMMENTS:

- This building was reported by a citizen as dilapidated . Staff confirmed the roof has holes in it allowing weather to substantially enter the building unimpeded and broken windows .

CURRENT STATUS:

- There has been no change in the building's physical condition as of February 12, 2021. Given the extent of deterioration, owner must apply for a remodel permit within forty eight hours of the hearing date and have 50% of building brought up to code within six months of the hearing date or the City of Shawnee will abate the property in question and have all structure's removed.

RECOMMENDATION:

- The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:
 - 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety or welfare of the general public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety and welfare of the general public
- The hearing officer should declare the property a dilapidation public nuisance and order it abated by demolition and removal. The abatement shall commence on or after April 18th, 2021.

Name and Address of Sender

Check type of mail or service:

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

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

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Sooner Rose Properties LLC.	1 Dawson Ln. Shawnee, OK. 74804	.50	.55									
2. Donna Murrell	229 S. Center Shawnee, OK. 74801	.50	.55									
3. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA 90069	.50	.55									
4. Ronnie Oldham	7101 Bucanero Trail Austin, TX. 78729	.50	.55									
5. Fiona Oldham	850 Palm Ave #102 West Hollywood, CA. 90069	.50	.55									
6. Ronnie Oldham	7101 Bucanero Trail Austin, TX. 78729	.50	.55									
7.												
8.												

NEOPOST
02/19/2021
US POSTAGE \$0005.30⁰⁰
ZIP 74801
041L11258671
FEB 19 2021
USPS 74801

Total Number of Pieces Listed by Sender: 6
Total Number of Pieces Received at Post Office: 6
Postmaster, P.O. Name of receiving employee: [Signature]

See Privacy Act Statement on Reverse

located in Shawnee, Pottawatomie County, Oklahoma.

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on Thursday March 18th 2021(at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 420 W Forrest - AP SHAWNEE BLK. 99 E100' LOTS 5 & 6 - Lester Stapp, Fiona Oldham & Ronnie Oldham

9:30 AM 422 W Forrest - AP SHAWNEE BLK. 99 W40' LOTS 5 & 6 - Vonda Oldham, Ronnie Oldham & Midfirst Bank Shawnee North Office

10:00 AM 223 S Oklahoma - SEMINOLE BLK 3 LOTS 28 & 29 (223 & 225 S Oklahoma)- Donna Murrell

10:30 AM 202 S Draper - GOLDON HILL BLK 2 LOTS 1 THRU 4 -Sooner Rose Properties LLC

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

February 19, 2021

Publishing Fee \$ 81.25

/s/ Renee' Wortham

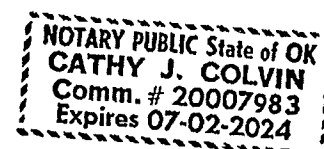
Subscribed and sworn to before me this 19th

day of February, 20 21

/s/ Cathy J. Colvin

Notary Public

My commission expires: 07/02/24





notice posted

RELEASE OF MORTGAGE

In consideration of the full Payment, by lapse of time and otherwise, of the debt therein named,

The undersigned does hereby release those Mortgages made by Vonda Oldham unto the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation, which Original Mortgage is dated June 12, 2003 filed June 13, 2003, pages 1 thru 4 and recorded in Rece# 2003-00008175 and Modified Mortgage dated August 7, 2003, filed August 15, 2003 pages 1 thru 2 and recorded in Rece# 2003-00011792 of the Records of Pottawatomie County, State of Oklahoma, covering the following described property in said County, to-wit:

422 W. Forrest

The West Forty (40) feet of Lots Five (5) and Six (6), Block Ninety Nine (99), of the AMENDED PLAT to the City of Shawnee, Oklahoma according to the recorded plat thereof.

Dated this 12 day of June, 2008.

SHAWNEE URBAN RENEWAL AUTHORITY,
(SURA), A Municipal Agency of the
City of Shawnee, Oklahoma,

By: Ron Henderson
Ron Henderson, Chairman

ATTEST:

Mike Lodes
Mike Lodes, Secretary



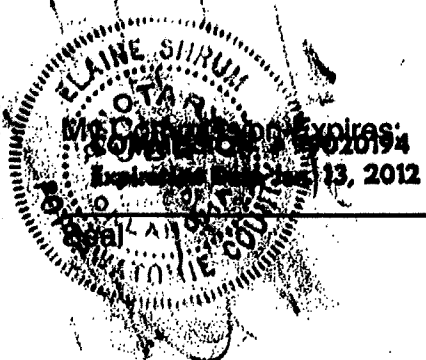
STATE OF OKLAHOMA)

) SS

COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this 12 day of June, 2008 by Ron Henderson as Chairman of the Shawnee Urban Renewal Authority, (SURA), A Municipal Agency of the City of Shawnee, Oklahoma.

Elaine Shrum
Notary Public



SHAWNEE URBAN RENEWAL AUTHORITY
CITY OF SHAWNEE
23 E. 9TH STREET
SUITE #319
SHAWNEE, OK 74801

Return to:

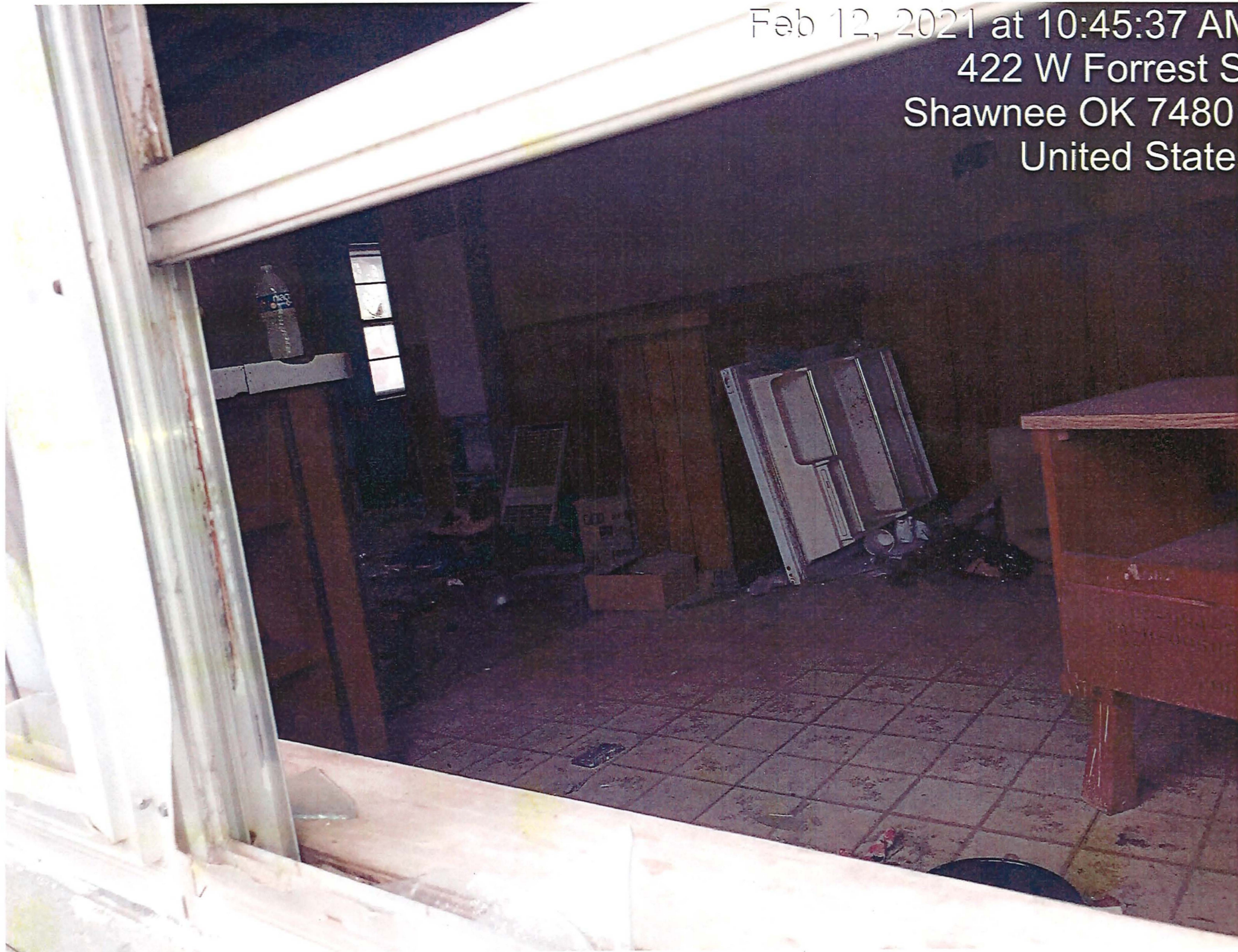
Feb 12, 2021 at 10:44:29 AM
423 W Forrest S
Shawnee OK 74801
United States



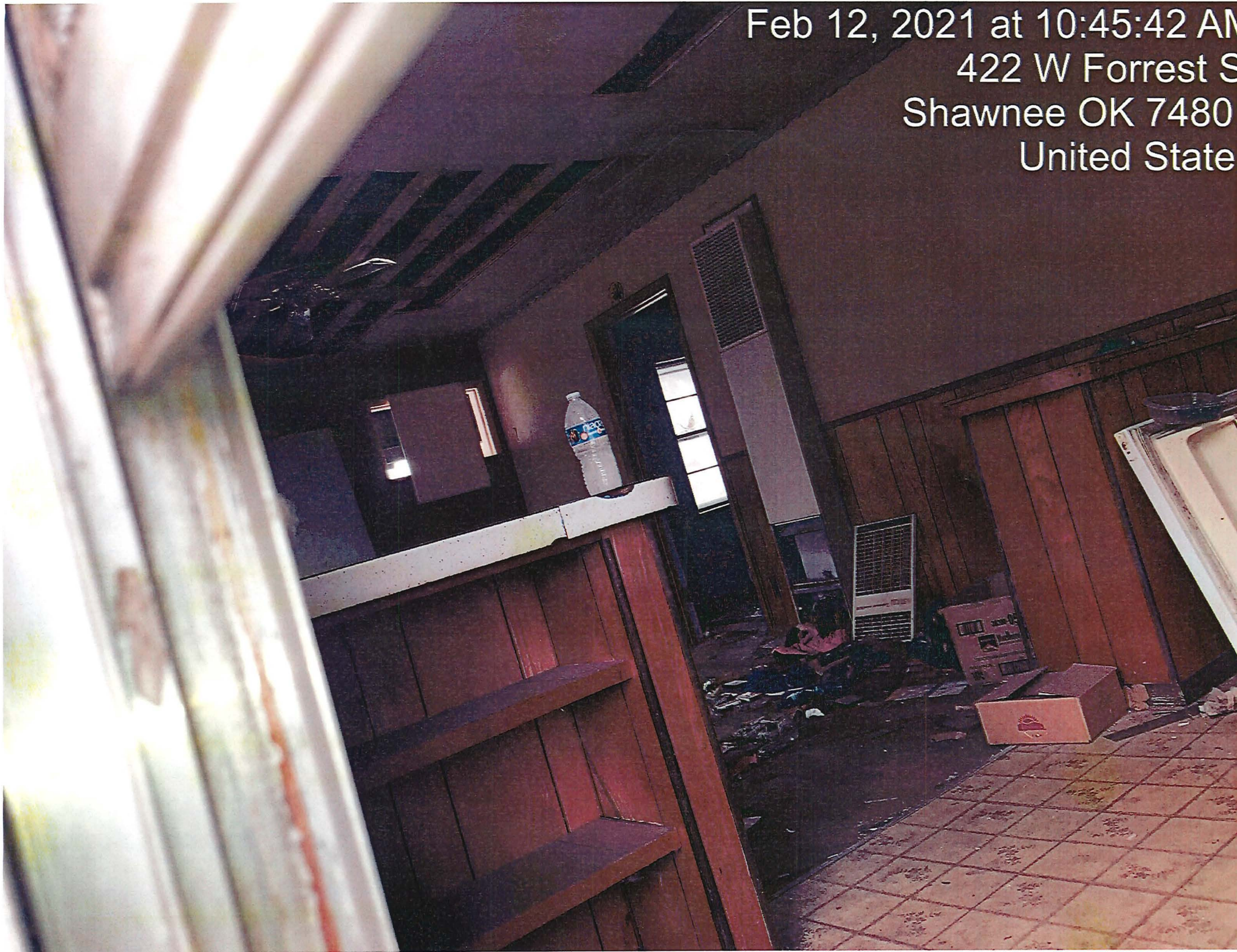
Feb 12, 2021 at 10:45:18 AM
422 W Forrest S
Shawnee OK 7480
United States



Feb 12, 2021 at 10:45:37 AM
422 W Forrest S
Shawnee OK 74801
United States



Feb 12, 2021 at 10:45:42 AM
422 W Forrest S
Shawnee OK 7480
United State



Feb 12, 2021 at 10:45:47 AM
422 W Forrest S
Shawnee OK 74801
United States



Regular Board of Commissioners

12.

Meeting Date: 05/17/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Petition

Ordinance

RECEIVED

APR 15 2021

CITY CLERK

PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: City Clerk
16 W. 9th Street
Shawnee, OK 74801

COMES NOW, the undersigned and by their signatures hereto, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and allege as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-100.
2. The proposal is detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is at least three-fourths (3/4) of the registered voters within the area to be detached and at least three fourths (3/4) of the owners, in value, of the property to be detached.
4. The description of the territory to be detached is located entirely within Pottawatomie County, State of Oklahoma, to-wit:

A tract of land in the South Half of the Northwest Quarter (S/2 NW/4) of Section Eleven (11), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; described as beginning 1306.70 feet South of the One-fourth Section corner between Section 2 and said Section 11; thence South along the East line of the Northwest Quarter of said Section 11 a distance of 1335.50 feet, to the South line of said Northwest Quarter; thence West for a distance of 1271.50 feet; thence thru a deflection angle right of 107°44' and for a distance of 1362.70 feet, to the North line of the South Half of said Northwest Quarter; thence East for a distance of 841.50 feet to the point of beginning.

AND

The West Half of the Northeast Quarter (W/2 NE/4) and the North Half of the Northwest Quarter (N/2 NW/4) of Section Eleven (11), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County,

Oklahoma, LESS and EXCEPT a tract of land described as beginning at the Northwest Corner of said Section 11; thence East 2215.5 feet; thence through a deflection angle 107°60' to the right for a distance of 1396 feet, to the South line of the said N/2 NW/4; thence West along the South line of the said N/2 NW/4 a distance of 1778.80 feet thence to the West line of said Section 11; thence North a distance of 1314.3 feet to the point of beginning, AND LESS and EXCEPT a tract of land described as beginning at a point 2215.0 feet East of the NW/C of the NW/4 of said Section 11; thence S18°00'00"W a distance of 805.32 feet; thence East 698.86 feet, to a point on the East line of said N/2 NW/4; thence North 765.90 feet; thence West 450 feet to the point of beginning.

("Proposed Detachment Area")

5. Upon information and belief, the number of registered voters in the Proposed Detachment Area is zero (0).

6. Upon information and belief, there are two (2) landowners that comprise 100% of the value of the Proposed Detachment Area and all have joined in this petition for detachment.

7. The reason for detachment is: subject to 11 O.S. § 21-103(D), the City of Shawnee has failed to provide municipality services to the Proposed Detachment Area within one hundred twenty (120) months of the date of annexation, April 19, 1962.

8. The persons signing this petition have signed as landowners.

9. The following person(s), or their agent are, designated as chief petitioner to receive copies of the notice of hearing and any other documents or filings related to this Petition:

Bradley M. Walck
c/o Craig N. Brackeen, Attorney at Law
102 E. Highland St.
Shawnee, OK 74801
craig@brackeenlaw.com

10. The Petitioners have given proper notice of the Presentation of this Petition in accordance with 11 O.S. 21-110(B) and 11 O.S. 21-105.

WHEREFORE, it is hereby requested by at least three-fourths (3/4) of the

registered voters within the area to be detached and at least three fourths (3/4) of the owners, in value, of the property described herein be detached from the City of Shawnee.

Dated this 7th day of April, 2021.

PRINT NAME: BRADLEY M. WALCK

SIGNATURE: Bradley M Walck

ADDRESS: 1131 QUAIL HOLLOW ROAD
SHAWNEE, OK 74804

PRINT NAME: SANDRA KAY WALCK

SIGNATURE: Sandra Kay Walck

ADDRESS: 1131 QUAIL HOLLOW ROAD
SHAWNEE, OK 74804

ORDINANCE NO. _____

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.

WHEREAS, the subject property further described herein was originally annexed into the municipal limits of the City of Shawnee, Oklahoma on April 19, 1962 through Ordinance No. 183NS; and,

WHEREAS, the City of Shawnee desires to detach (de-annex) the subject property from the municipal limits of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1: AMENDATORY. Pursuant to the provisions of applicable law, the following property herein described shall be de-annexed and detached from the City Limits of the City of Shawnee, Oklahoma:

PROPERTY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO

Section 2: 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 courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 3: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

Section 5: EMERGENCY. Because it is necessary for the protection of the public’s health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this ____ day of May, 2021.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency clause separately passed and approved on this ____ day of May, 2021.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

EXHIBIT "A"

Legal Description:

- Tract 1: THE WEST-HALF NORTHEAST QUARTER (W/2 NE/4) AND THE NORTH-HALF OF THE NORTHWEST QUARTER (N/2 NW/4) OF SECTION ELEVEN (11), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, LOCATED IN POTTAWATOMIE COUNTY, OKLAHOMA, LESS AND EXCEPT THE FOLLOWING TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 11: THENCE EAST (S89°42'07"E) FOR A DISTANCE OF 2215.5 FEET; THENCE THROUGH A DEFLECTION ANGLE 107°60' TO THE RIGHT (S17°46'20"W) FOR A DISTANCE OF 1396 FEET (MEASURED 1379.62'), APPROXIMATELY, TO THE SOUTH LINE OF SAID N/2 NW/4; THENCE WEST (N89°42'51"W) ALONG THE SOUTH LINE OF THE N/2 NW/4 FOR A DISTANCE OF 1778.8 FEET (1785.23 FEET); THENCE APPROXIMATELY , TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH FOR A DISTANCE OF 1314.3 FEET (1316.43 FEET), APPROXIMATELY, TO THE POINT OF BEGINNING, LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 2215.0 FEET (2215.5 FEET) EAST (S89°42'07"E) OF THE NORTHWEST CORNER OF SAID NW/4; THENCE S18°00'00"W (S17°46'20"W) A DISTANCE OF 805.32 FEET; THENCE EAST (S89°54'09"E) A DISTANCE OF 698.86 FEET; THENCE NORTH (N00°13'42"W) A DISTANCE OF 765.9 FEET; THENCE WEST 450.0 FEET, (N89°54'54"W A DISTANCE OF 42.57 FEET; THENCE N89°42'07"W A DISTANCE OF 407.43 FEET) TO THE POINT OF BEGINNING; AND
- Tract 2: A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION ELEVEN (11), TOWNSHIP TEN (10) NORTH RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 1306.7 FEET (1315.91 FEET S00°31'50"E) SOUTH OF THE ONE-FOURTH SECTION CORNER BETWEEN SECTION 2 AND 11, TOWNSHIP 10 NORTH , RANGE 2 EAST OF THE INDIAN MERIDIAN; THENCE SOUTH (S00°28'57"E) ALONG THE EAST LINE OF SAID NW/4 FOR A DISTANCE OF 1335.5 FEET (1320.78 FEET), APPROXIMATELY TO THE SOUTH LINE OF SAID NW/4; THENCE WEST (N89°37'12"W) FOR A DISTANCE OF 1271.5 FEET (1273.84 FEET); THENCE THROUGH A DEFLECTION ANGLE RIGHT OF 107°44" (N17°46'20"E) AND FOR A DISTANCE OF 1362.7 FEET (1382.45 FEET) , APPROXIMATELY, TO THE NORTH LINE OF THE SOUTH HALF OF SAID NW/4; THENCE EAST FOR A DISTANCE OF 841.5 FEET (840.73 FEET MEASURED), APPROXIMATELY, TO THE POINT OF BEGINNING.
TOTAL AREA REMAINING IS 120.35 ACRES MORE OR LESS HAVING AN ASSUMED BASIS OF BEARING OF S89°42'07" E, BASE LINE BEING THE NORTH LINE OF THE NW/4 OF SAID SECTION 11.0

Regular Board of Commissioners

13.

Meeting Date: 05/17/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Memo

Proposal



Office of Engineering
MEMORANDUM

DATE: Monday, May 17, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Design consideration for East Main Street bridge over Shawnee Creek

CEC was previously contracted to prepare hydraulic and engineering reports for the Main Street Bridge over Shawnee creek. The existing bridge is currently load posted at 10 tons and has received substandard reports in the last couple biennial Bridge Inspection Reports. As a result, the bridge is now being inspected biannually. Staff recommends the replacement of the bridge as soon as practical.

CEC's proposed design contract is summarized below:

- Scope Items:
 - Roadway Plans (E. Main Street and a portion of N. Tucker Avenue)
 - Waterline Relocation Plans
 - Traffic Plans
 - Bridge Plans
 - Private Utility Relocation Coordination
 - Railroad Coordination
 - Geotechnical Investigation
 - Bidding Services
 - Construction Administration
 - As-built Drawings
- Contract Amount: \$177,362.00

Staff has reviewed CEC's proposed contract and recommends award. The project will be funded out of the 302 street-fund.



ENGINEERING AMENDMENT 1 PROPOSAL

FOR



CITY OF SHAWNEE
SHAWNEE, OK

PHASE 2
BRIDGE AND ROADWAY DESIGN AND
CONSTRUCTION PLANS

FOR

EAST MAIN STREET OVER SHAWNEE CREEK
NBI NO. 02810
SHAWNEE, OKLAHOMA

CEC PROJECT NO. 200219

MAY 10, 2021

CEC Corporation
4555 W. Memorial Rd
Oklahoma City, OK 73142
Phone: 405.753.4200 | Fax: 405.260.9524
www.connectcec.com



CEC Corporation (hereinafter referred to as CEC) proposes to provide professional services as described herein to the City of Shawnee (hereinafter referred to as CLIENT). The following is our understanding of the project and scope of our recommended design services associated with the replacement of the existing E. Main Street bridge over Shawnee Creek (NBI No. 02810) in Shawnee, Oklahoma. The purpose of this project is to replace the structurally deficient E. Main Street bridge over Shawnee Creek on existing alignment with minimal impacts to the roadway. The proposed bridge for this project is a double-celled reinforced concrete box (RCB) culvert with two (2) cells each, of 16 ft span and 10 ft height. The Bridge and Roadway construction plans will match the proposed project improvements shown in the Engineering Report "East Main Street over Shawnee Creek Bridge Replacement" prepared by CEC on April 9th, 2021 as part of Phase 1 of the original contract.



GENERAL SCOPE OF ENGINEERING SERVICES

The scope of this amendment consists of Phase 2 engineering design and construction plans. The Phase 2 scope in this amendment includes engineering and construction plan development for Bridge, Roadway, and Traffic, Geotechnical Studies for Bridge and Temporary Earth Retainage, Final Plans, Specifications and Estimates (PS&E), Utility Relocation Coordination, Bidding Services, and Construction Administration.

ROADWAY PLANS:

Design plans will be prepared for the construction of the above-described project including the reconstruction of approximately 85 feet of E. Main Street and approximately 60 feet of N. Tucker Avenue as described in the Engineering Report developed in Phase 1 of the original contract. One (1) set of final construction plans will be developed for the project. The scope includes the preparation and submittal of the final signed and sealed construction plans, specifications, the Engineer's estimate, and Department of Environmental Quality (DEQ) Notice of Intent (NOI). The Army Corp of Engineers Section 404 permit application will also be prepared. Please note, a Nationwide Permit is anticipated.

- The project will be designed in accordance with the current applicable standards for roadway design of public projects.
- Roadway plans will include the following plan sheets: Title, Typical Section, Pay Items and Notes, Quantity Summary Sheets, Plan and Profiles, Temporary and Permanent Traffic Control, and Cross Sections.
- The typical section for E. Main Street will consist of a two-lane curb and gutter section to match the width of the existing pavement, with 10-foot minimum width sidewalks on each side. The typical section for N. Tucker Avenue will consist of a two-lane section with curb and gutter on the west side and tie into the existing on-street parking to the east.
- Necessary modifications or improvements to existing drainage structures within the project extents will be included in the plans.
- Access to all properties immediately adjacent to the proposed project area will be maintained.

WATERLINE RELOCATION PLANS:

Design plans will be prepared for the relocation of the existing 12 inch waterline as necessary to accommodate the proposed bridge. The proposed waterline will be designed to comply with all City of Shawnee and Oklahoma Department of Environmental Quality (ODEQ) requirements. City of Shawnee shall provide a WaterCAD model for use in preparing an ODEQ permit application.

- Waterline relocations plans will include, the following plans sheets: Pay Items and Notes, Plans and Profiles, and Specific Details.

TRAFFIC PLANS:

All permanent and temporary construction traffic control signing, striping or other devices provided on this project will be designed according to the following publication:

"Manual on Uniform Traffic Control Devices for Streets and Highways," U.S. Department of Transportation, FHWA 2009.

Plans sheets showing the necessary temporary traffic control and the detour plan will be included in the plans. Plan sheets for permanent signing and striping required for the project will also be included in the plans.

BRIDGE PLANS:

Design plans will be prepared for the construction of the above described project including the replacement of the existing bridge structure with a bridge sized RCB culvert as described in the Engineering Report developed in Phase 1 of the original contract. One set of final construction plans will be developed for the project. All structural design of RCB culvert and related structures will be prepared according to the following publications:

“AASHTO LRFD Bridge Design Specifications”, 9th Edition

“ANSI/AASHTO/AWS D1.5 Bridge Welding Code”

“ANSI/AASHTO/AWS D1.6 Structural Welding Code – Stainless Steel”

Final bridge construction plans include the following:

- 1) General Notes and Summary of Pay Quantities (Bridge)
- 2) General Plan and Elevation
- 3) Foundation Report
- 4) Details of RCB Barrel
- 5) Details of RCB End Section
 - a) Details of Wings
 - b) Details of Apron
 - c) Details of Headwall
 - d) Details of Curtain Wall
 - e) Details of Pedestrian Pipe Handrail
- 6) Details of Existing Bridge Removal

PRIVATE UTILITY RELOCATION COORDINATION:

This task involves coordination with utility owners whose facilities exist within limits of proposed construction. The following is a scope of proposed work:

- Review survey drawings for utility confirmation, coordinate with utility owners and field verify (as needed)
- Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide Preliminary plans to all utility companies electronically at submittal of Preliminary plans. A maximum number of one (1) meeting is anticipated.
- Meet with utility companies and City of Shawnee to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies
- Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Request releases for non-relocated facilities.
- Provide final design plans to all utility companies electronically and finalize utility relocation coordination as necessary. Request confirmation of relocation completion.

RIGHT-OF-WAY EASEMENT PREPARATION:

CEC shall determine the location of any new right-of-way to be acquired on this project and show the boundary of such right-of-way on the construction plans. Every effort will be made to avoid any right-of-way sensitive areas that may be found adjacent to the project. Temporary right-of-way for construction will be accounted for and shown. Easement preparation and staking for proposed right-of-way will be based on a unit cost per parcel. Acquisition services are not included as part of this contract.

RAILROAD COORDINATION:

CEC will provide coordination with the BNSF Railroad and the City of Shawnee for the development of the construction plans, project understanding, and right-of-way acquisition.

GEOTECHNICAL INVESTIGATIONS:

A geotechnical sub-consultant will furnish all required or necessary geotechnical field and laboratory testing for the design and construction of the above described project. All geotechnical investigations for the Bridge Project shall be conducted in accordance with the following publications:

“State of Oklahoma Department of Transportation Specifications for the Geotechnical Investigation of Bridges and Related Structures,” current version.

“State of Oklahoma Department of Transportation Standard Guide for the Description of Surface and Subsurface Geological Rock Formations of Oklahoma,” current version.

“State of Oklahoma Department of Transportation Guidelines and Background Information for Providing Soil Classification Information,” current version.

The Geotechnical consultant will be responsible for obtaining any 404 permit required for the geotechnical investigation. This kind of work is covered under the conditions of Nationwide Permit 6 and the consultant is responsible for coordination with USACE to comply with the conditions of the permit.

BIDDING SERVICES:

This task includes the work required to perform the bidding services for the construction of the above-described project. Detailed scope items are as follows:

- Attend and assist with one bid opening meeting.
- Answer contractor questions and issue addenda and clarifications as needed.
- Review bids and provide recommendation of contractor.

CONSTRUCTION ADMINISTRATION:

This task includes the work required to perform the construction administration for the construction of the above described project. Detailed scope items are as follows:

- Attend a pre-construction meeting with the selected contractor. (Anticipated number of meetings: 1)
- Conduct monthly construction progress meetings. (Anticipated number of meetings: 11)
- Review contractor’s submittals.
- Review and recommend approval for payment of contractor’s claims.

AS-BUILT DRAWINGS:

The contractor will be required to document changes made in the field from the construction plans. CEC will incorporate the field changes into the construction plans based on the information provided by the contractor. The plans will be submitted as As-Built Plans in pdf file format.

SERVICES EXCLUDED FROM THE SCOPE OF WORK

- Construction staking
- Traffic study or engineering design
- Design of temporary earth retainage systems or any other structural design not covered in the scope outlined above
- An environmental study or report of any kind.
- Preparation of a FEMA Conditional Letter of Map Revision (CLOMR)
- Preparation of a FEMA Letter of Map Revision (LOMR)
- Coordination of an Individual 404 Permit
- ODEQ permit fees
- Railroad occupancy or construction permitting
- Railroad construction insurance
- Construction permitting
- Public meetings
- Design of private utility
- Utility connections to the new structure
- Temporary or permanent utility support structures
- Right-of-way acquisition services
- Legal description platted.
- Easement Field Staking

PROJECT SCHEDULE

Following receipt of our Notice to Proceed, it is expected that CEC personnel can begin working on the project within one (1) week.

Notice to Proceed – TBD

60% Plan Submittal – 12 weeks from Notice to Proceed

60% Plan Review Meeting – 14 weeks from Notice to Proceed

Utility Conference & Coordination – 6 weeks from 60% Plan Review Meeting

90% Plan Submittal – 12 weeks from 60% Plan Review Meeting

90% Plan Review Meeting – 14 weeks from 60% Plan Review Meeting

Final PS&E Submittal – 4 weeks from 90% Plan Review Meeting

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work. Requested visits to the project site in excess of the stipulated maximum number of visits will be considered Additional Services.

PROPOSED ENGINEERING CONTRACT FEE SUMMARY

Construction Plans:		
• Roadway and Traffic	\$	43,710.00 (Lump-Sum)
• Bridge	\$	72,762.00 (Lump-Sum)
Waterline Relocation Plans	\$	5,256.00 (Lump-Sum)
Private Utility Relocation Coordination:	\$	4,374.00 (Lump-Sum)
Railroad Coordination:	\$	5,286.00 (Hourly NTE)
Geotechnical Investigations:	\$	13,200.00 (Lump-Sum)
Bidding Services:	\$	2,424.00 (Lump-Sum)
Construction Administration:	\$	26,582.00 (Hourly NTE)
As-Built Drawings:	\$	3,768.00 (Lump-Sum)

TOTAL Proposed Engineering Fee

\$ 177,362.00

Additional Services:		
• Legal Descriptions Platted	\$	250.00 (Per Parcel)
• Easement Field Staking	\$	150.00 (Per Parcel) *

**The stated unit price does not include travel expenses. The cost of travel to perform the field staking operations will be part of the Additional Services cost.*

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. In lieu of subsequent contract documents, this document in its entirety, including the following Terms and Conditions page, shall govern as a contract between the signing parties. A returned signed copy of this proposal will be considered a 'notice-to-proceed' and will be a legally binding document. If the terms are agreeable, please sign and return a scanned copy/hard copy to me via email (john.hawkins@connectcec.com) or at the address listed on the cover page. If you have any questions or need additional information, please call me at 405.753.4627.

Submitted for approval by:

Accepted by:

Taylor Barnes, P.E.
Vice President and
Transportation Practice Leader

Date: 5/10/21

By: _____

Print: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Notes:

1. The fee shall be invoiced by CEC on a progressive basis either monthly or at the completion of each milestone submittal.
2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.
3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. Scope. The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. Standard of Care. CEC will perform the services limited to and in accordance with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of Client's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.

5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors.

7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CEC to respond to any subpoena or governmental inquiry or audit related to the services at CEC's standard rates then in effect.

9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$5,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional coverage.

10. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or \$25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. CEC shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

Regular Board of Commissioners**14. a.**

Meeting Date: 05/17/2021

Bid Open

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Whittaker Street Rehabilitation Project No. 20SHAWWHITST (Open)

Attachments

Notice

Project Plans

Bid Specifications

Addendum No. 1

Addendum No. 2

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.

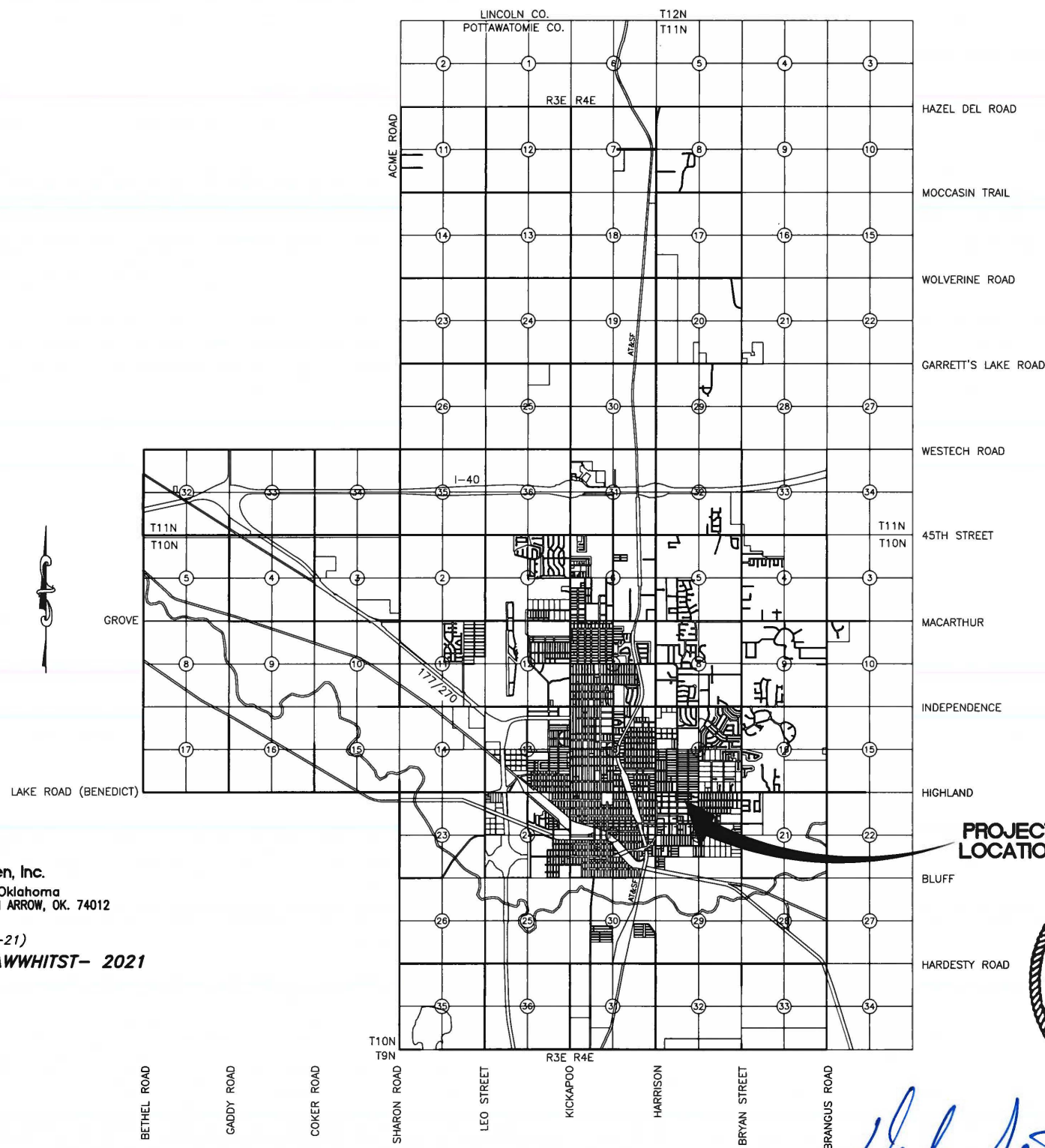
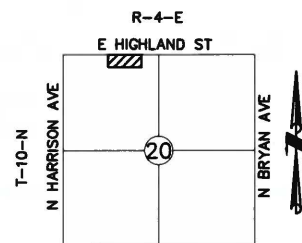
This project is to be paid by local funds.

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 _____

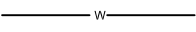
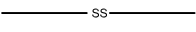
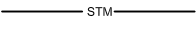
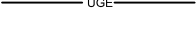
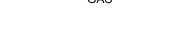
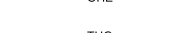
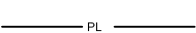
CITY ENGINEER _____ DATE _____

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 UNCASED 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.		
	FIELD MGR.		
HORIZONTAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 3 OF 26 SHEETS

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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	
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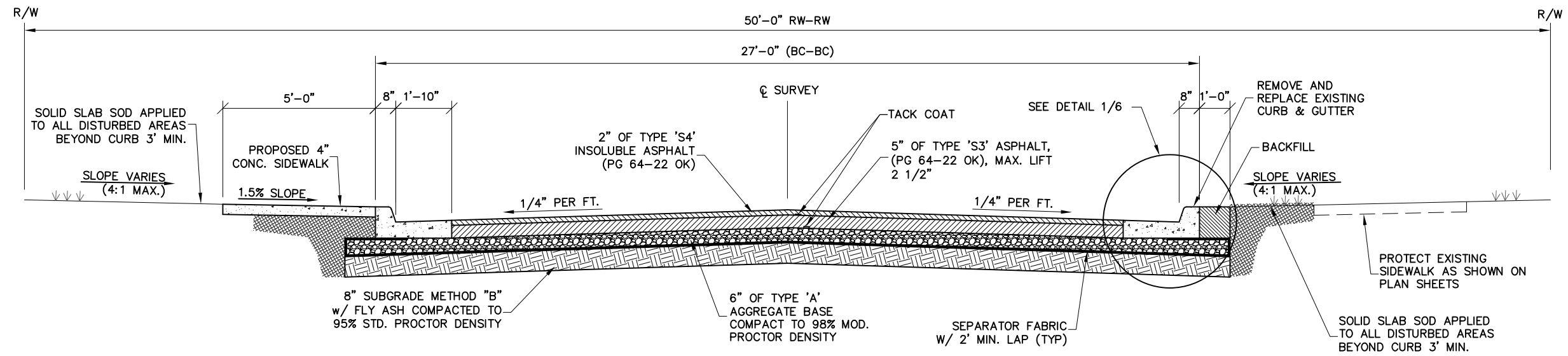
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GENERAL CONSTRUCTION NOTES

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.

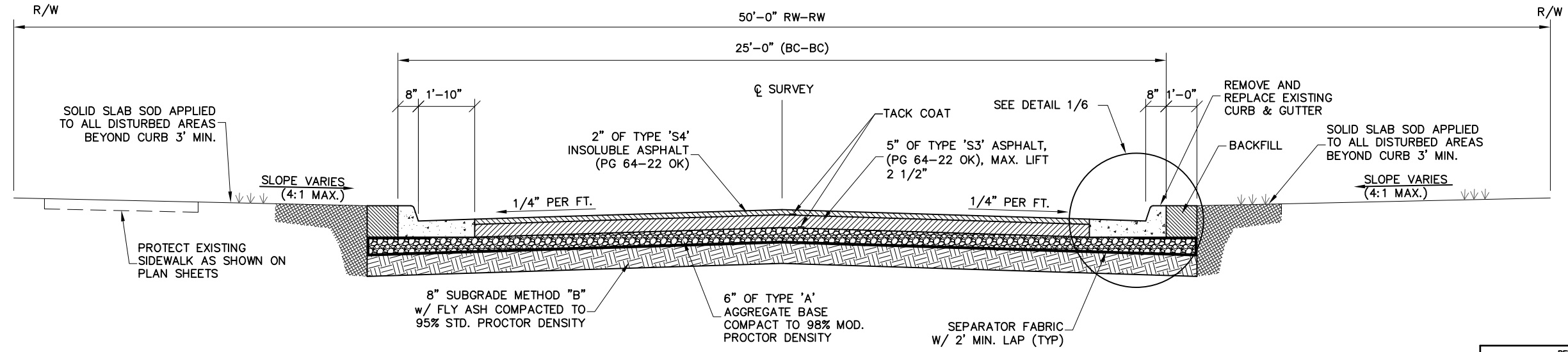
32. THE SIGN PLACEMENT STATIONING AND LOCATIONS SHOWN ON THE PLAN SHEETS AND SUMMARY SHEETS ARE APPROXIMATE. EXACT STATIONING AND LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR SO THAT THE SIGN IS INSTALLED IN ACCORDANCE WITH CITY OF SHAWNEE STANDARDS, CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS, 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



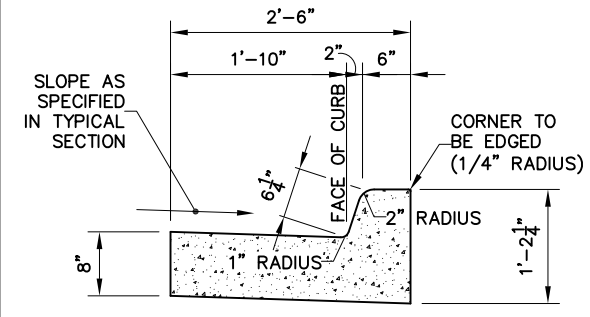
TYPICAL SECTION "A"				
STREET NAME	BEGIN STATION	END STATION	BC-BC (FT)	RW-RW (FT)
E WHITAKER ST	10+10.93	17+85.34	27.00	50.00

A
6
TYPICAL ASPHALT SECTION "A"
SCALE: 1/2" = 1'-0"

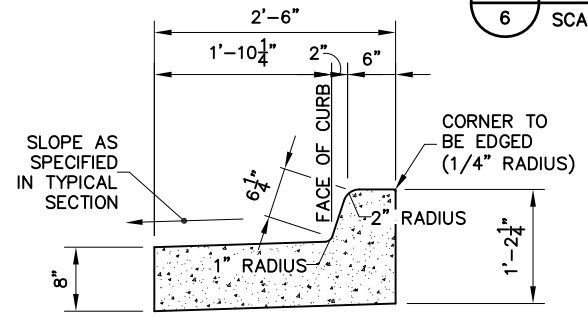


TYPICAL SECTION "B"				
STREET NAME	BEGIN STATION	END STATION	BC-BC (FT)	RW-RW (FT)
N DRAPER AVE	20+05.00	22+59.70	25.00	50.00

B
6
TYPICAL ASPHALT SECTION "B"
SCALE: 1/2" = 1'-0"



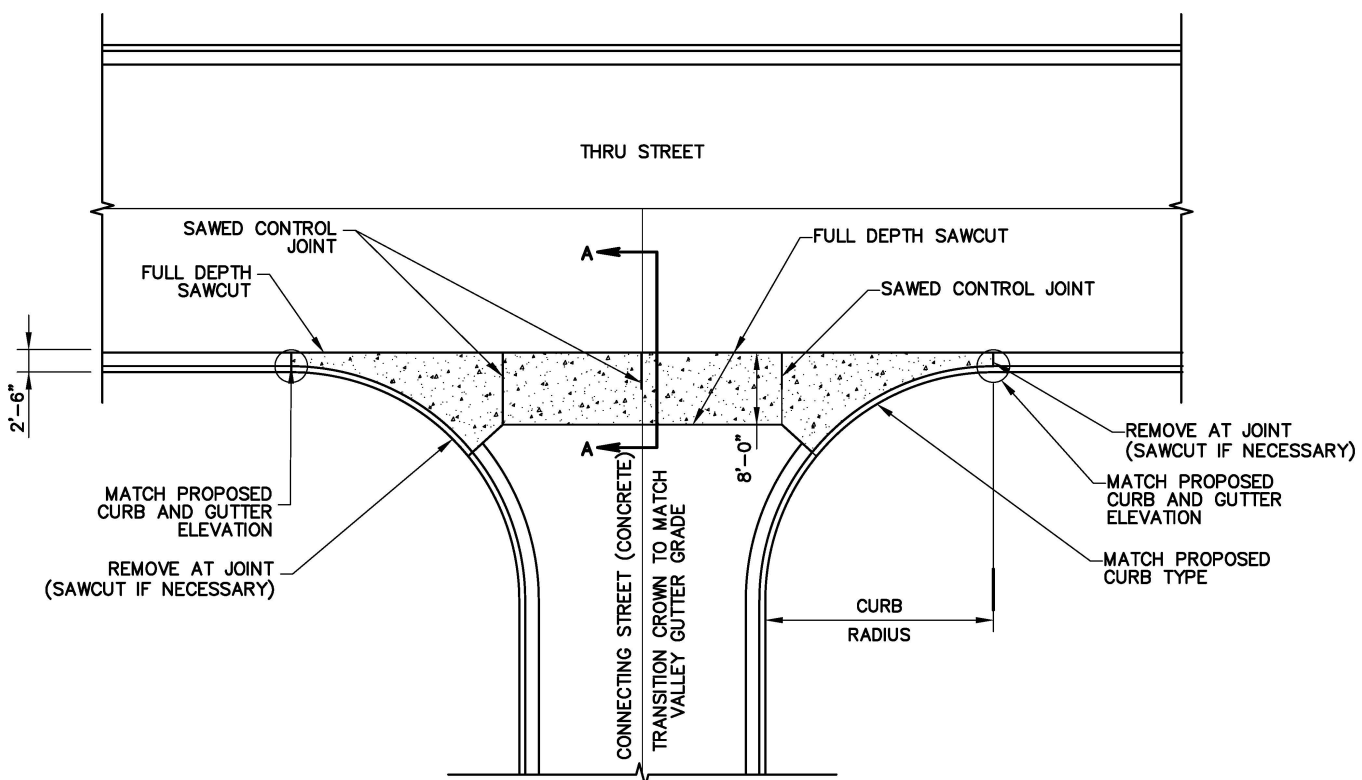
1
6
CURB & GUTTER
6" BARRIER TYPE



2
6
CURB & GUTTER
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

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[illegible]

A cross-sectional diagram of a gutter installation. On the left, a sloped surface labeled 'PAVING' is shown with an arrow pointing down labeled 'SLOPE'. A vertical line labeled 'SAW LINE' marks the edge of the paving. To the right of the saw line is a rectangular gutter. Above the gutter, a dimension line indicates a width of '1'-10" between the saw line and the gutter. The gutter itself is labeled 'GUTTER'. To the right of the gutter is a sloped surface labeled 'DRIVEWAY'.

SAW CUT

2'-6"

MAINTAIN EXIST. GUTTER GRADE AT FACE OF CURB

PAVING

REMOVE

6" MIN. P.C.C.

MIN. RISE TO MATCH TOP OF CURB ELEVATION

6" MIN. P.C.C.

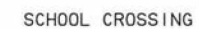
6" MIN. OF TYPE 'A' AGGREGATE BASE COMPACT TO 98% MOD. PROCTOR DENSITY

PROPERTY LINE

Diagram illustrating the plan view of a driveway and sidewalk connection, showing various components and dimensions:

- SAW OR SCORE 1" CONTRACTION JOINTS AT 5' INTERVALS MAX.**
- ROLLED CURB**
- SIDEWALK- 4" THICK**
- IF DRIVE IS WIDER THAN 15', SAW CUT AT CL**
- GUTTER FL (NOT A JOINT)**
- 6" THICK SIDEWALK FOR 1-4' PANEL PINNED w/ #3 @ 12" O.C. REINFORCEMENT (TYP BOTH SIDES OF DRIVEWAY)**
- EXP. JOINT @ 25' O.C.**
- BLOCK OUT CURB THROUGH DRIVEWAY OPENING, SEALED EXP. JOINT**
- SEE DRIVEWAY SCHEDULE**
- EXP. JOINT**
- 5'-0"**
- FIRST JOINT OR SECOND JOINT SEE DRIVEWAY SCHEDULE**

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

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SHAWNEE MUNICIPAL AUTHORITY\

CITY OF SHAWNEE, OKLAHOMA

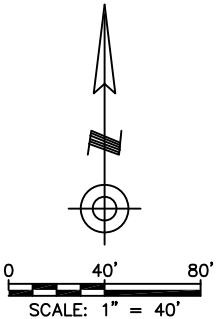
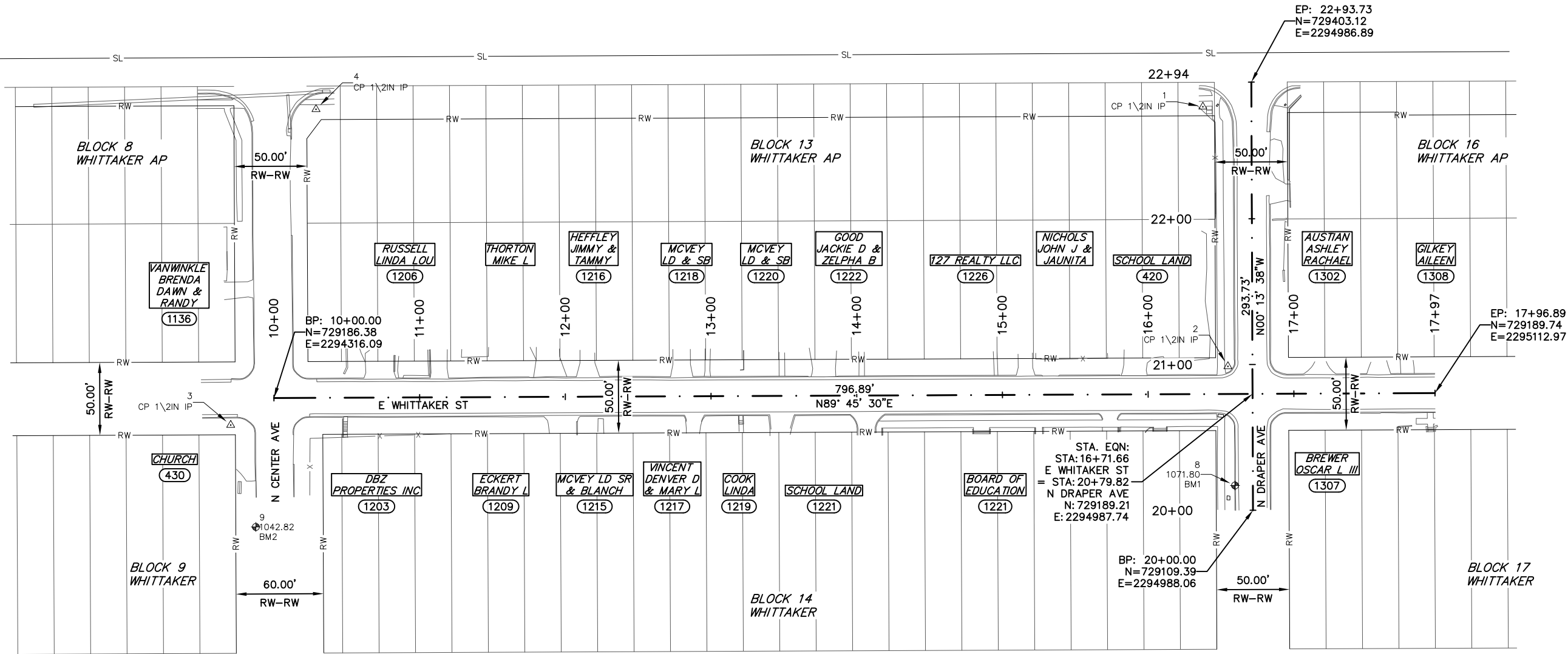
ENGINEERING SERVICES DEPARTMENT

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

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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

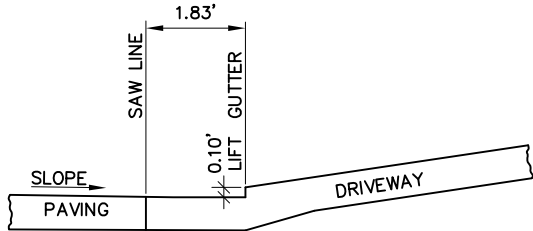
REVISION		BY	DATE
SURVEY DATA			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=40'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 8 OF 26 SHEETS

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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

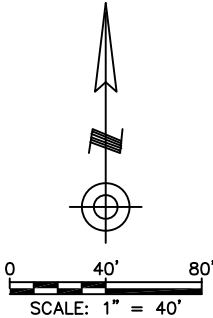
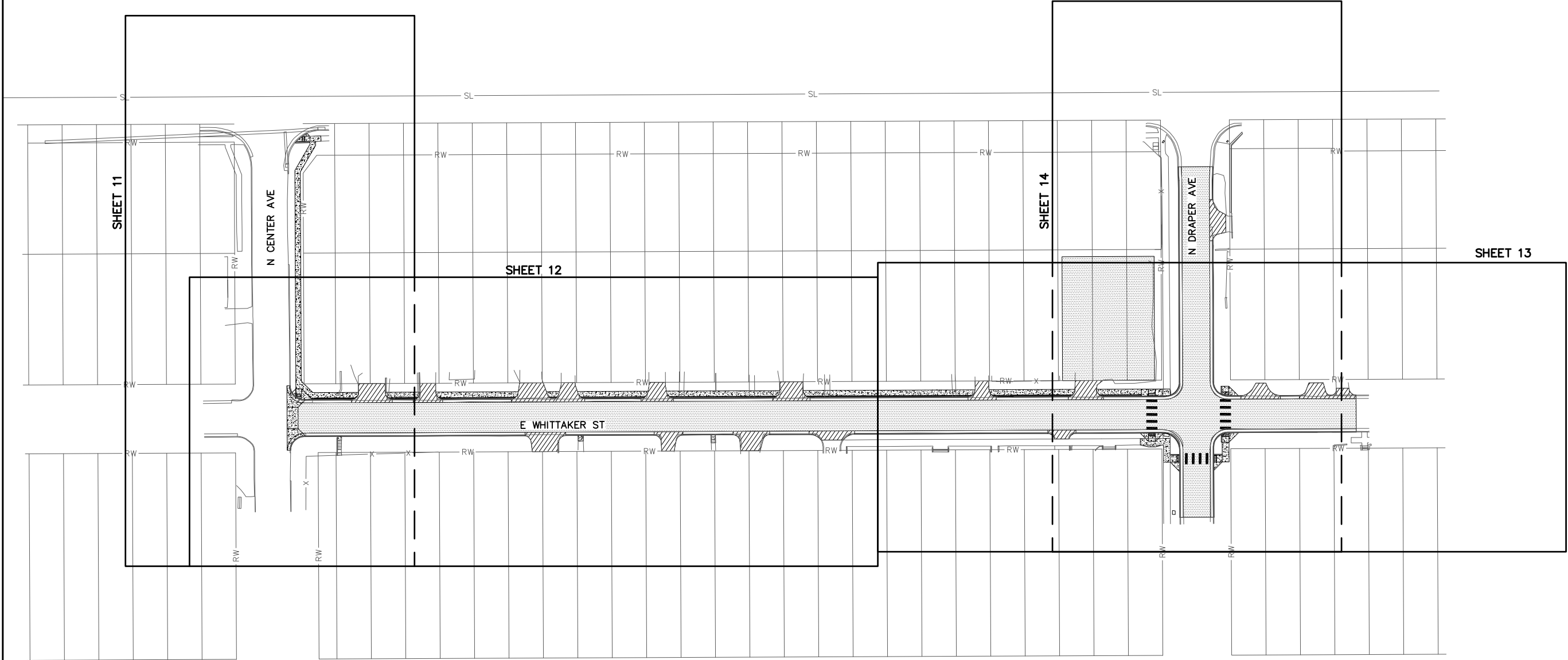


*DRIVEWAY SECTION

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

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LEGEND

	ASPHALT PAVEMENT FULL REPLACEMENT
	DRIVEWAY (REMOVE & REPLACE)
	CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER

REVISION	BY	DATE

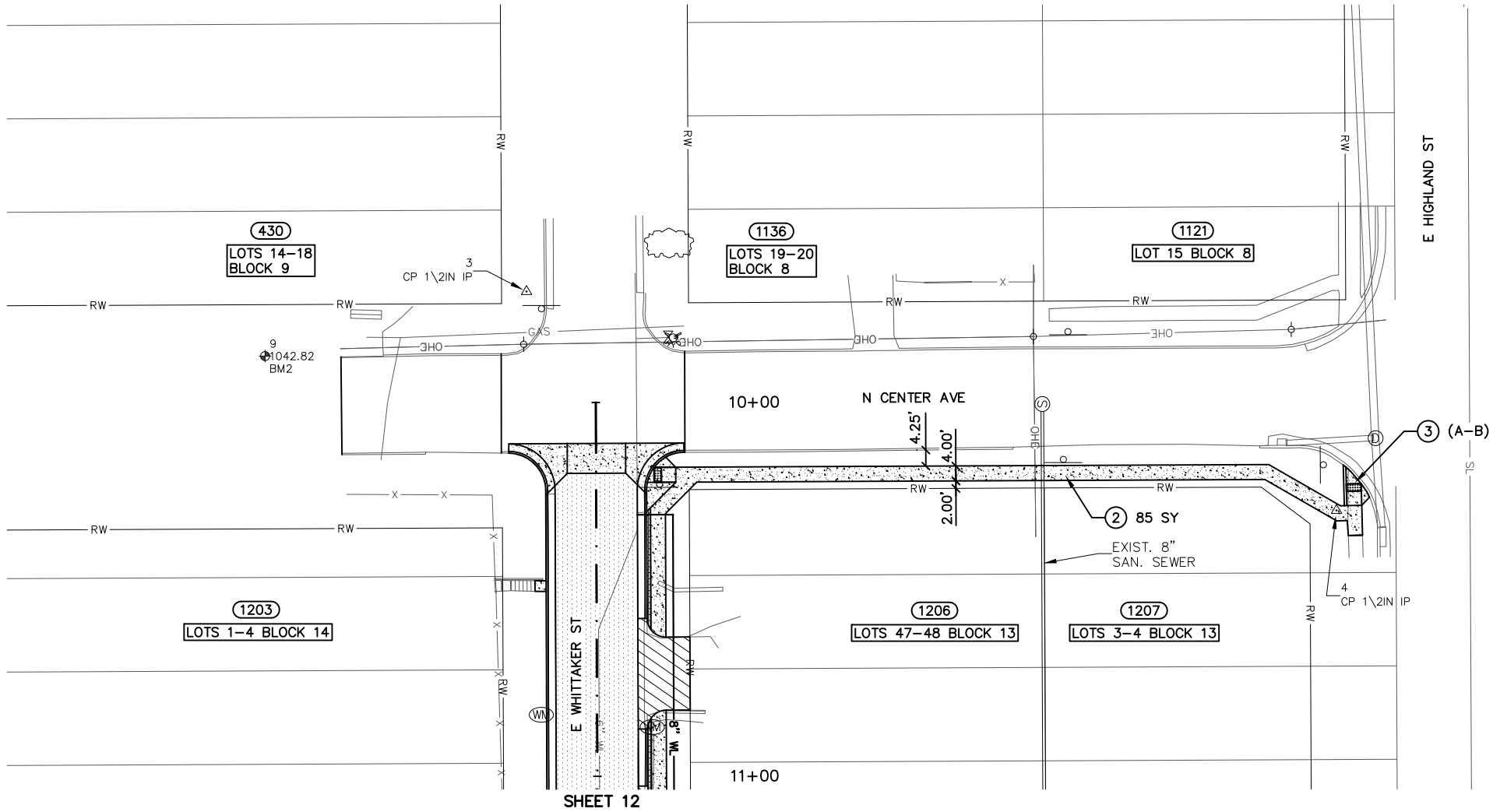
KEY MAP PAVING

WHITTAKER STREET
REHABILITATION

SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING SERVICES DEPARTMENT

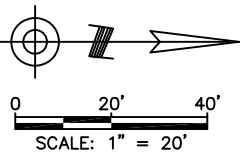
PLANS AND ESTIMATES
PREPARED BY: HOLLOWAY, UPDIKE + BELLEN, Inc.
905-A S 9TH STREET
BROKEN ARROW, OKLAHOMA 74012

PLAN SCALE: 1"=40'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
	LEAD ENGR.		
	FIELD MGR.		
HORIZONTAL:			
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\

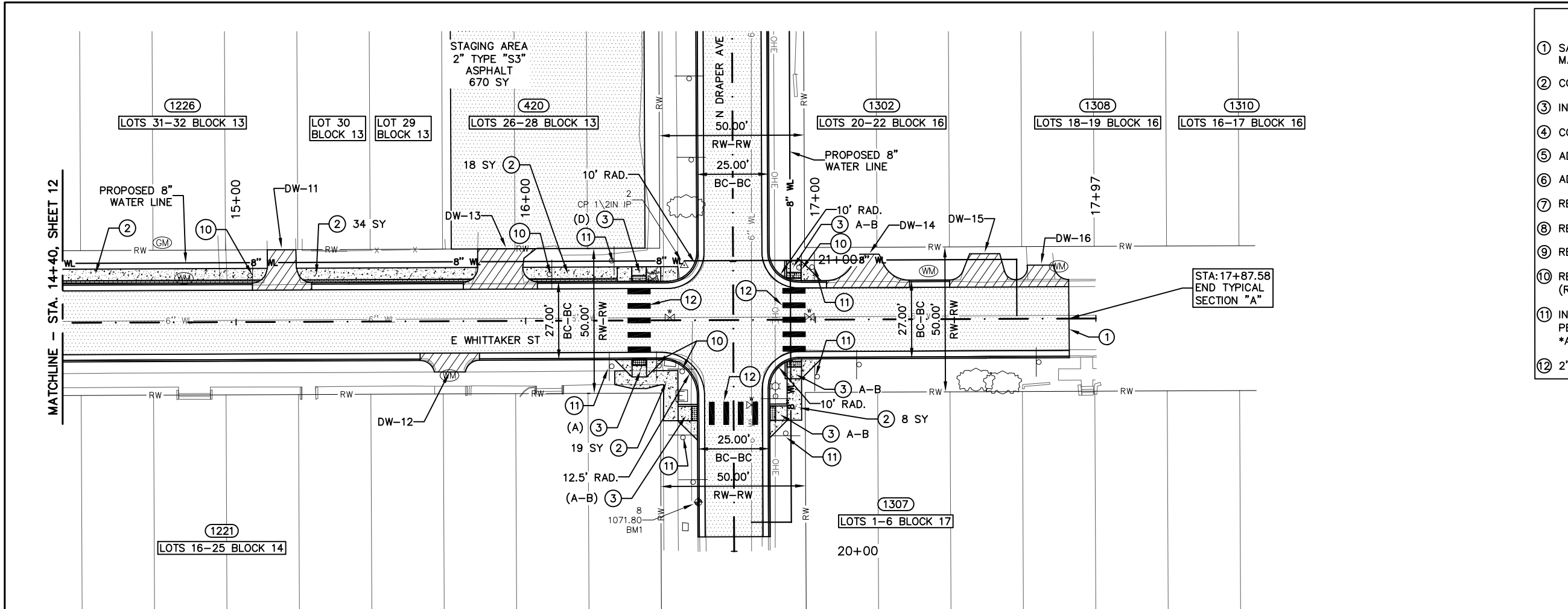
CITY OF SHAWNEE, OKLAHOMA

ENGINEERING SERVICES DEPARTMENT

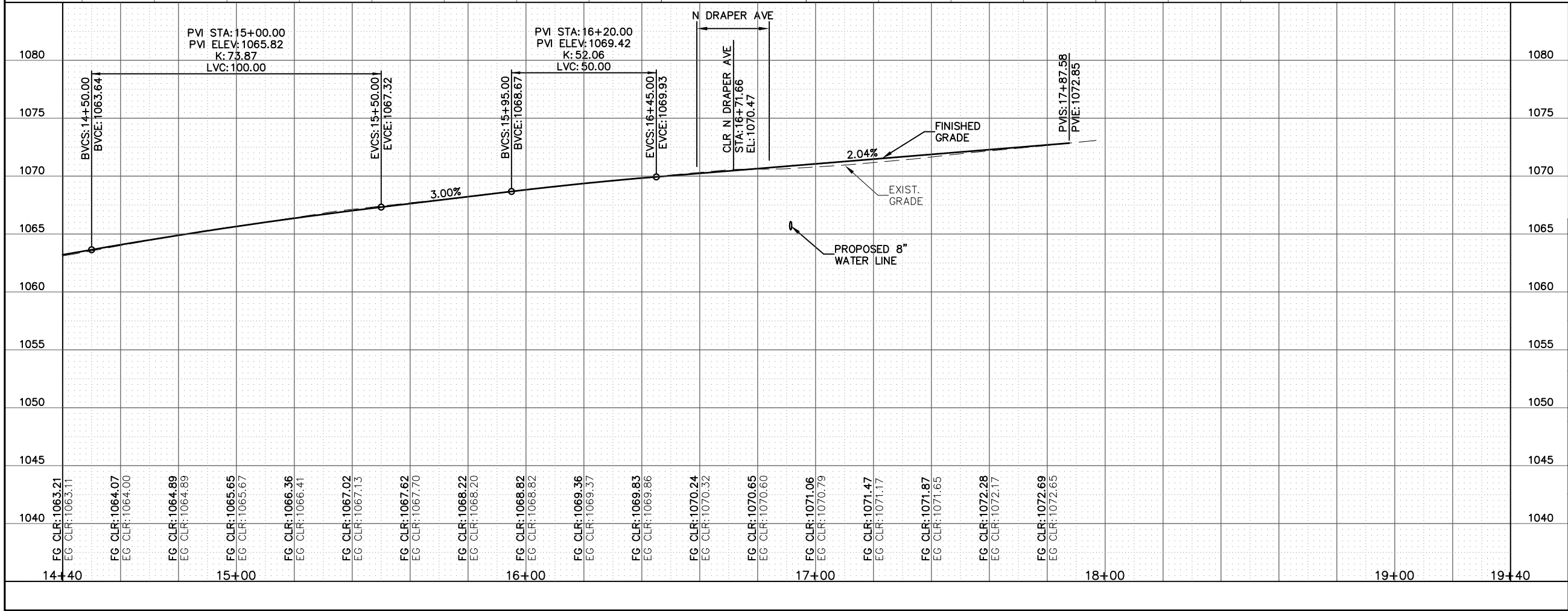
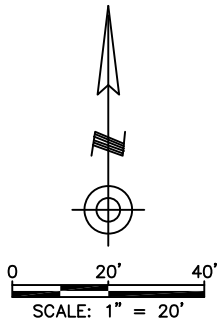
PLANS AND ESTIMATES PREPARED BY:	 HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012
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PLAN SCALE: 1"=20'	DRAWN	PGM		
	DESIGNED	DAS		
	SURVEY			
PROFILE SCALE:	PROJ. MGR.			
HORIZONTAL:	LEAD ENGR.			
	FIELD MGR.			
VERTICAL:	RECOMMENDED:			DATE: 2021
	DESIGN MANAGER			SHEET 11 OF 26 SHEET

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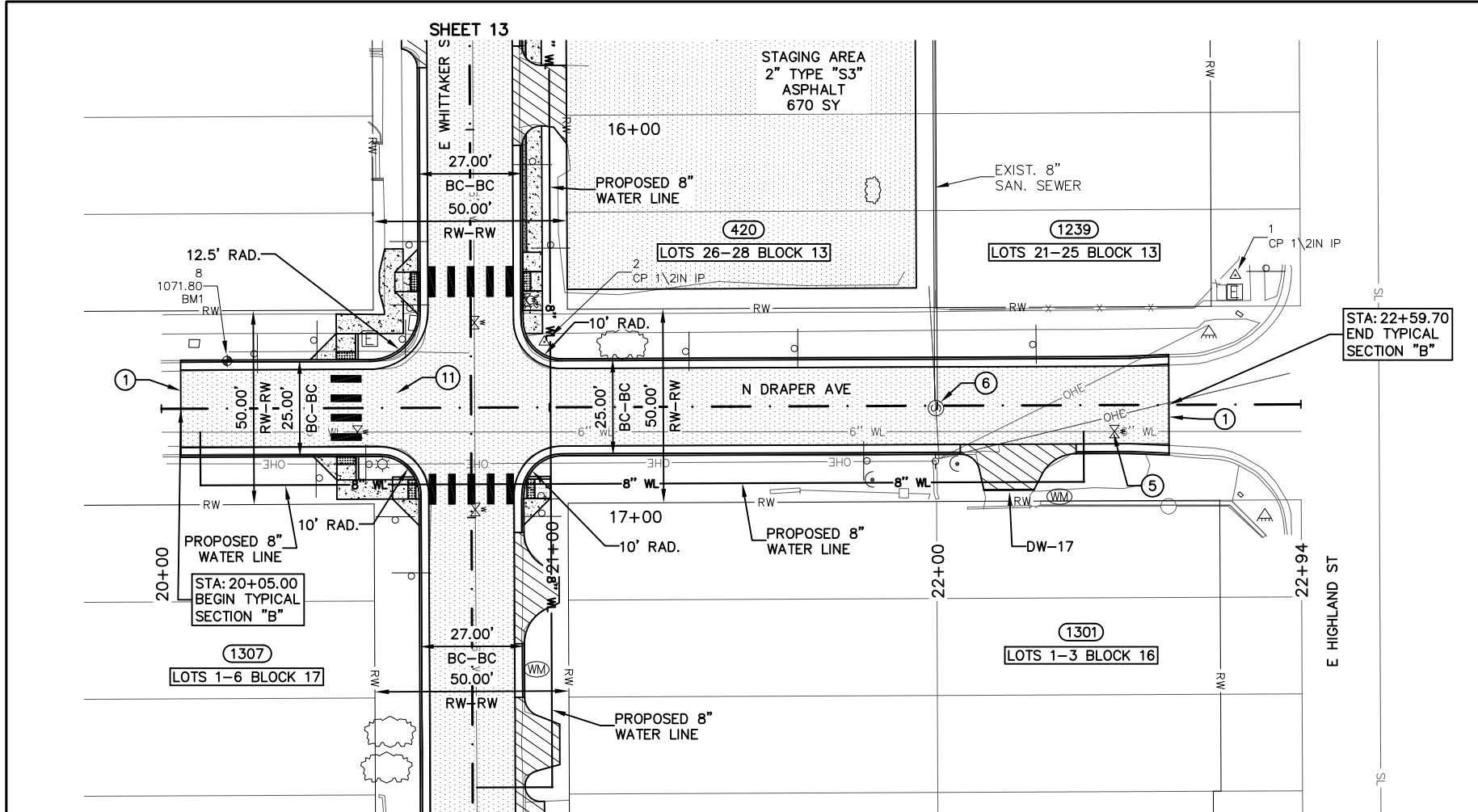
- PLAN AND PROFILE KEYED NOTES
FOR STREET REPLACEMENT**
- ① SAW PAVEMENT (FULL DEPTH)
MATCH EXISTING ELEV. WITH NEW PAVEMENT
 - ② CONSTRUCT NEW SIDEWALK
 - ③ INSTALL SIDEWALK RAMP, ODOT STD R-98E TYPE ()
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PER DETAIL 6/6
*ADD ALT NO. 1 w/ RRB COMPLETE-IN-PLACE
 - ⑫ 2'-0" x 8'-0" WHITE BARS CROSSWALK



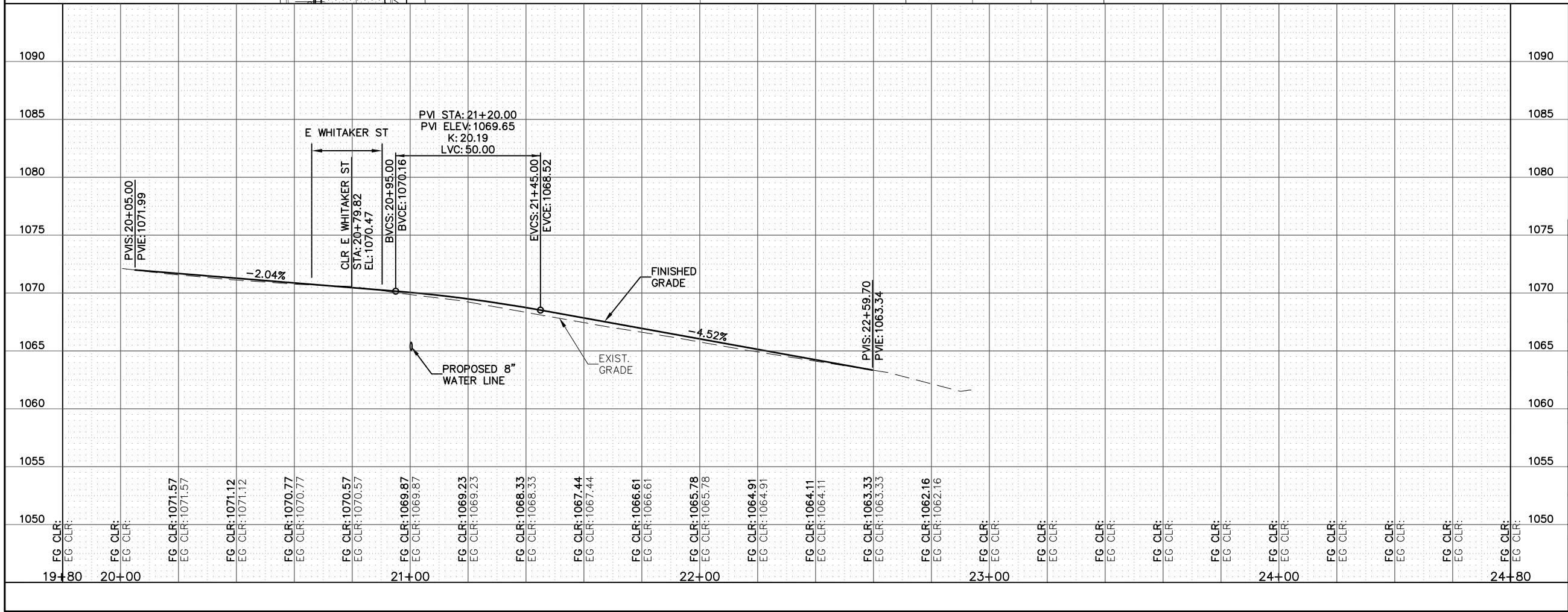
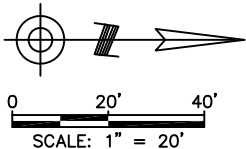
LEGEND	
	ASPHALT PAVEMENT FULL REPLACEMENT
	DRIVEWAY (REMOVE & REPLACE)
	CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER
	STAMPED CONCRETE
	(9999) STREET ADDRESS

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

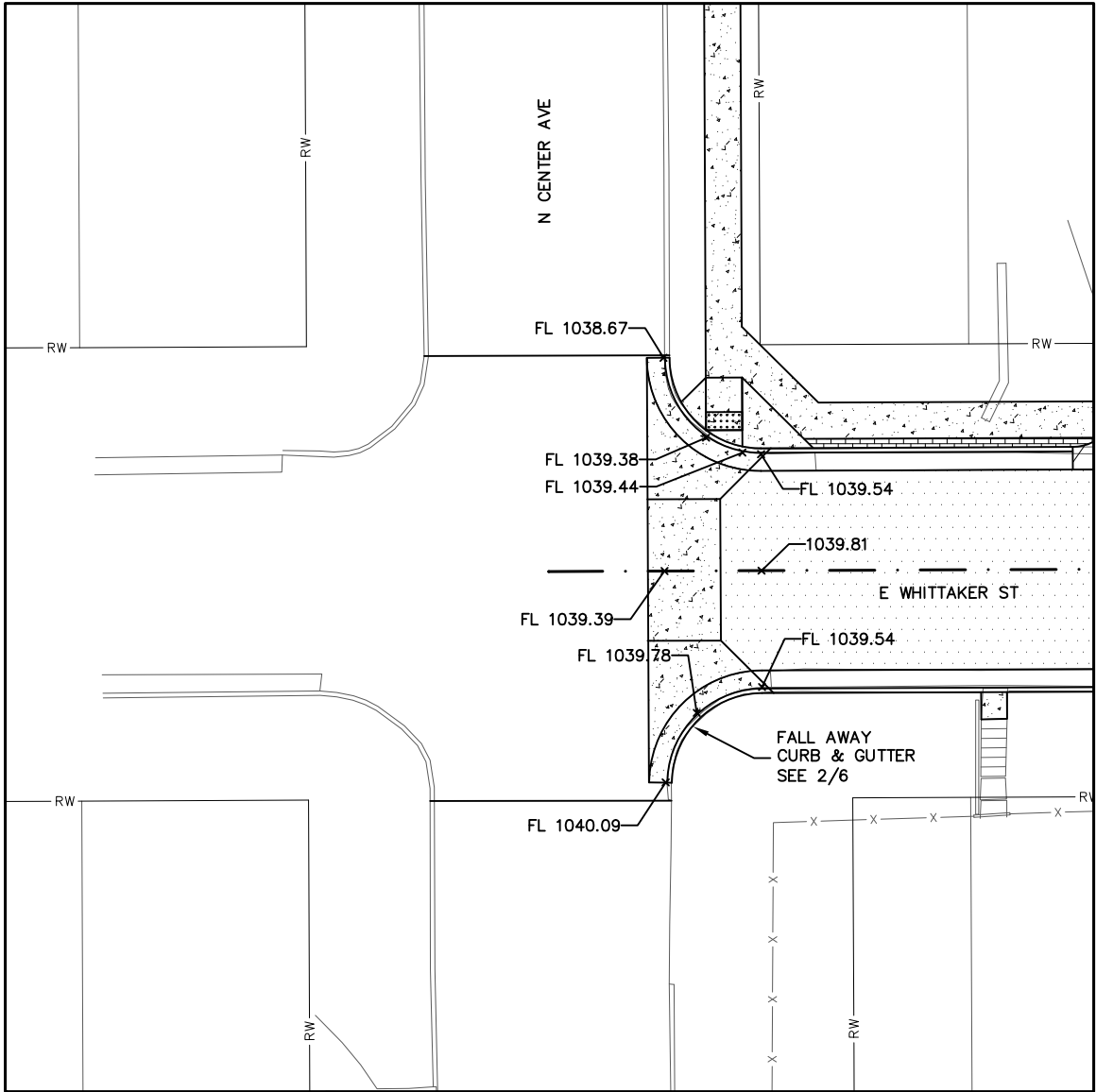
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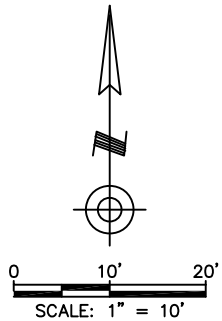
- PLAN AND PROFILE KEYED NOTES
FOR STREET REPLACEMENT**
- 1 SAW PAVEMENT (FULL DEPTH)
MATCH EXISTING ELEV. WITH NEW PAVEMENT
 - 2 CONSTRUCT NEW SIDEWALK
 - 3 INSTALL SIDEWALK RAMP, ODOT STD R-98E TYPE ()
 - 4 CONSTRUCT VALLEY GUTTER PER DETAIL 1/7
 - 5 ADJUST VALVE BOX TO GRADE
 - 6 ADJUST MANHOLE TO 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



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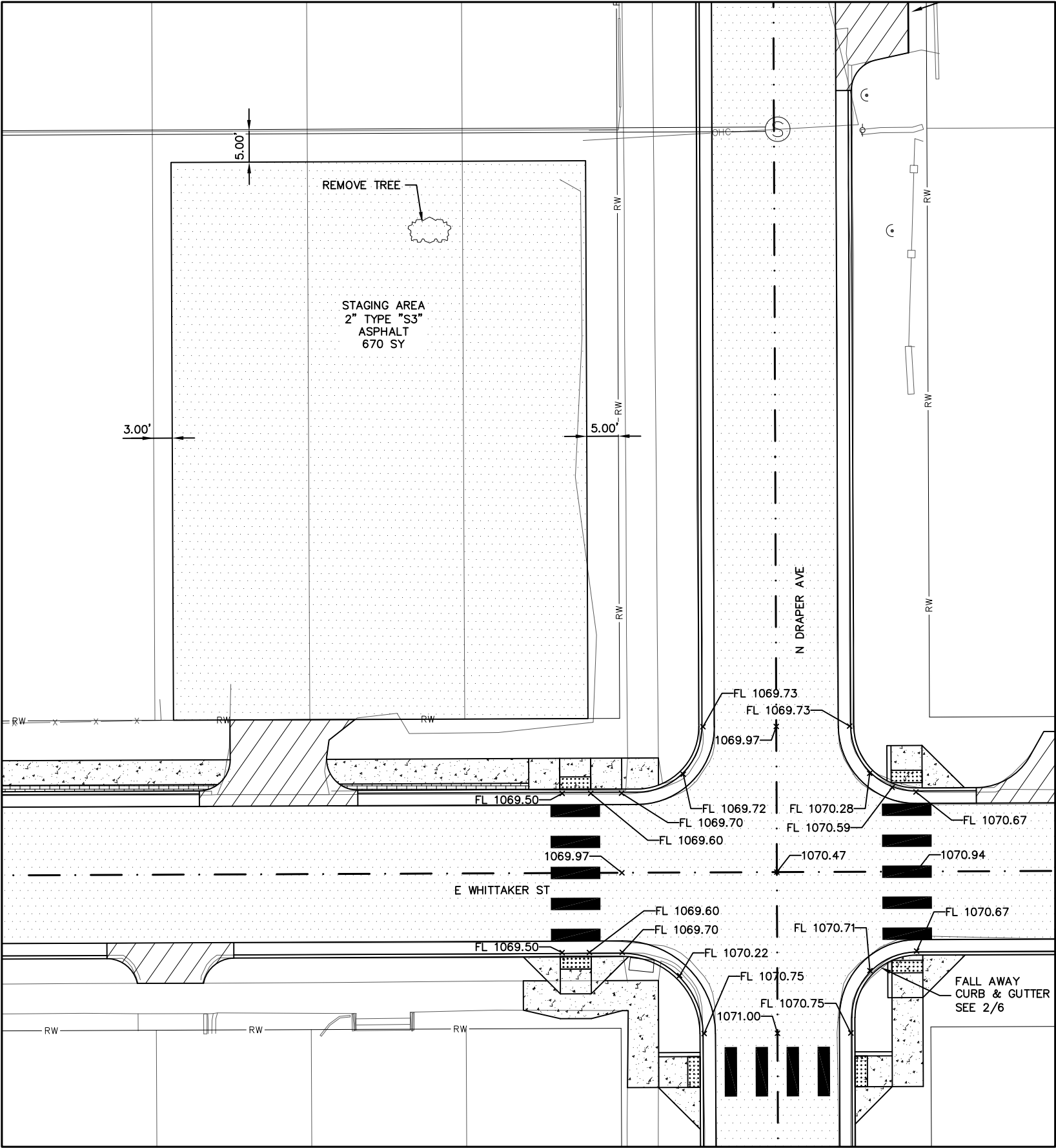
1
15 E WHITTAKER ST & N CENTER AVE
SCALE: 1" = 10'



LEGEND	
	ASPHALT PAVEMENT FULL REPLACEMENT
	DRIVEWAY (REMOVE & REPLACE)
	CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER
	STAMPED CONCRETE
	9999 STREET ADDRESS

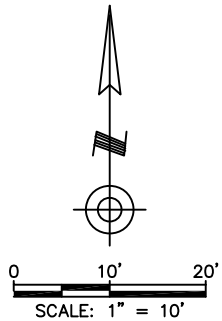
REVISION		BY	DATE
INTERSECTION PLANS			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		 HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=10'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 15 OF 26 SHEETS

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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

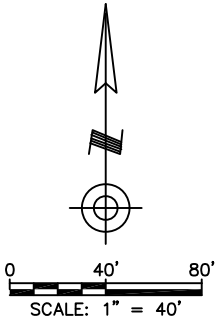
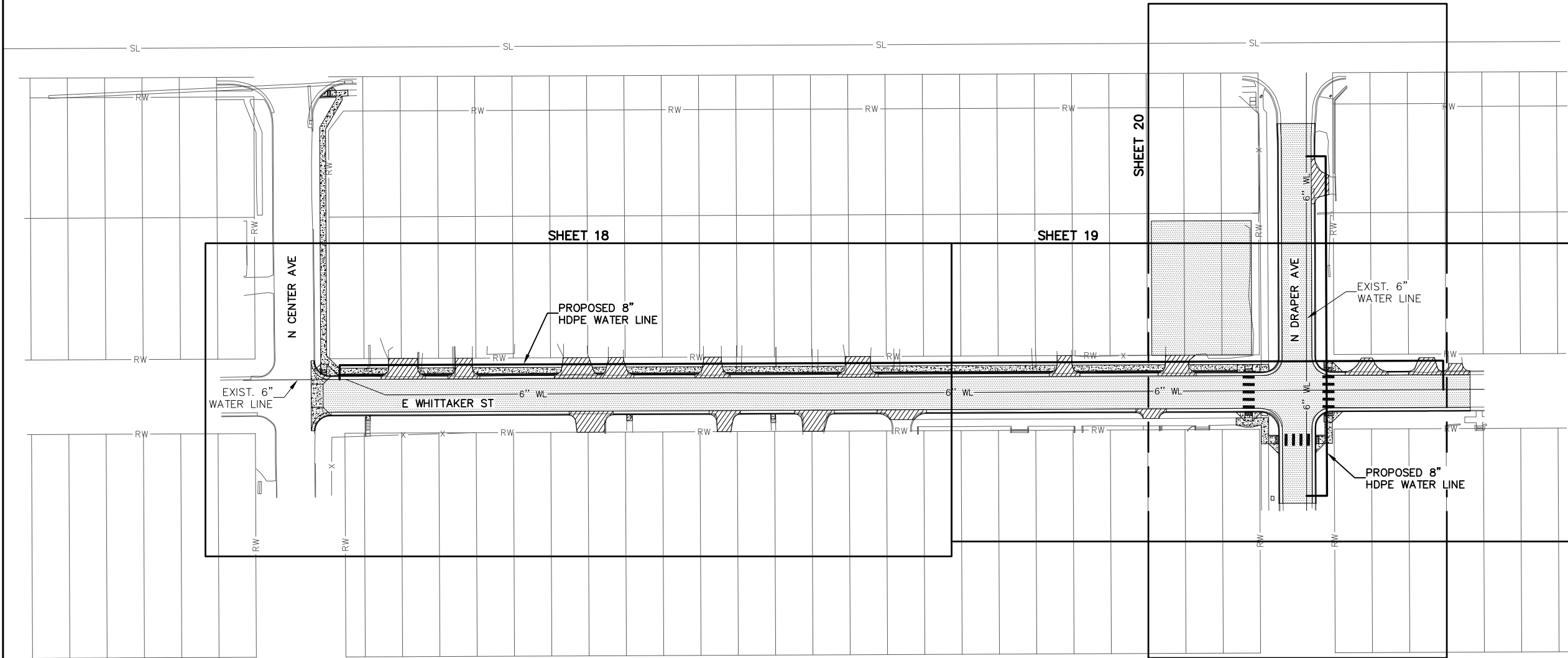
WHITTAKER STREET
REHABILITATION

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

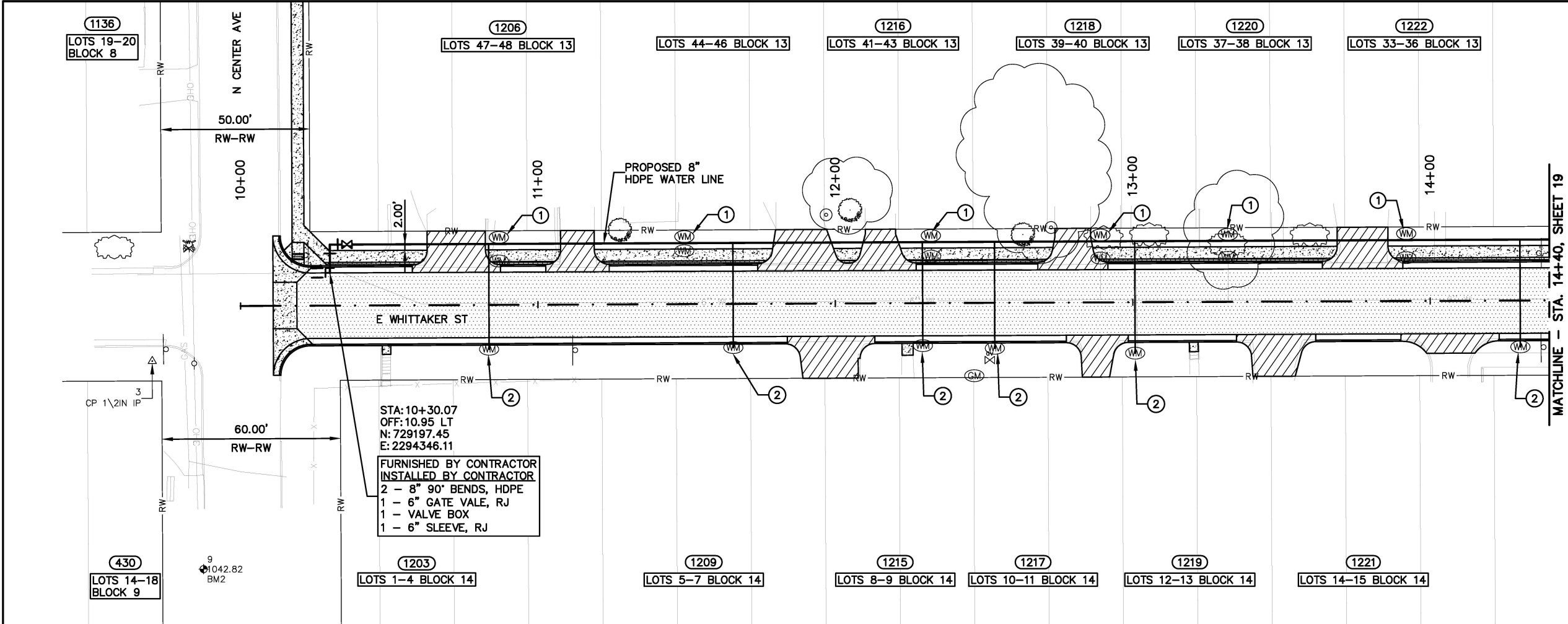
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HORIZONTAL:			
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 16 OF 26 SHEETS

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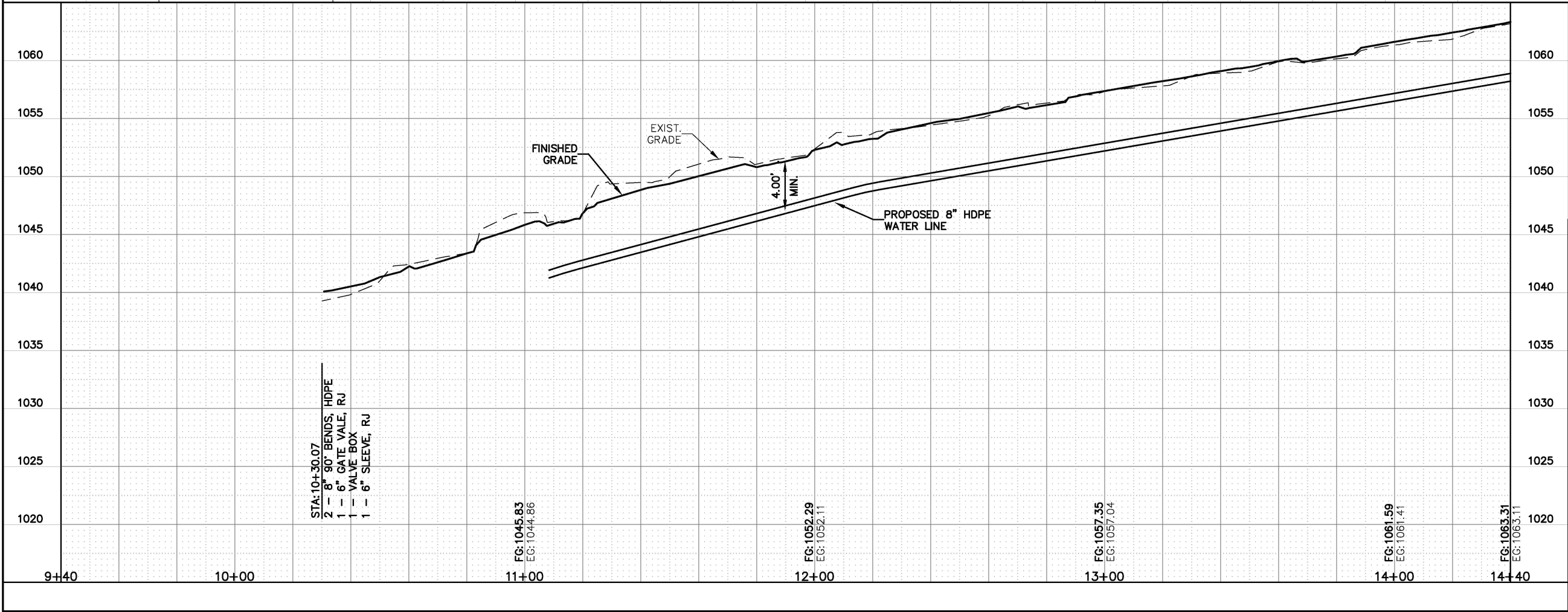
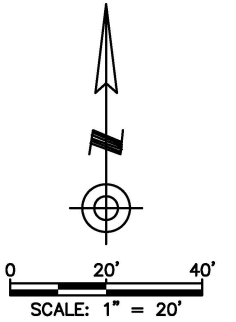


REVISION		BY	DATE
KEY MAP WATER			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=40'	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 17 OF 26 SHEETS

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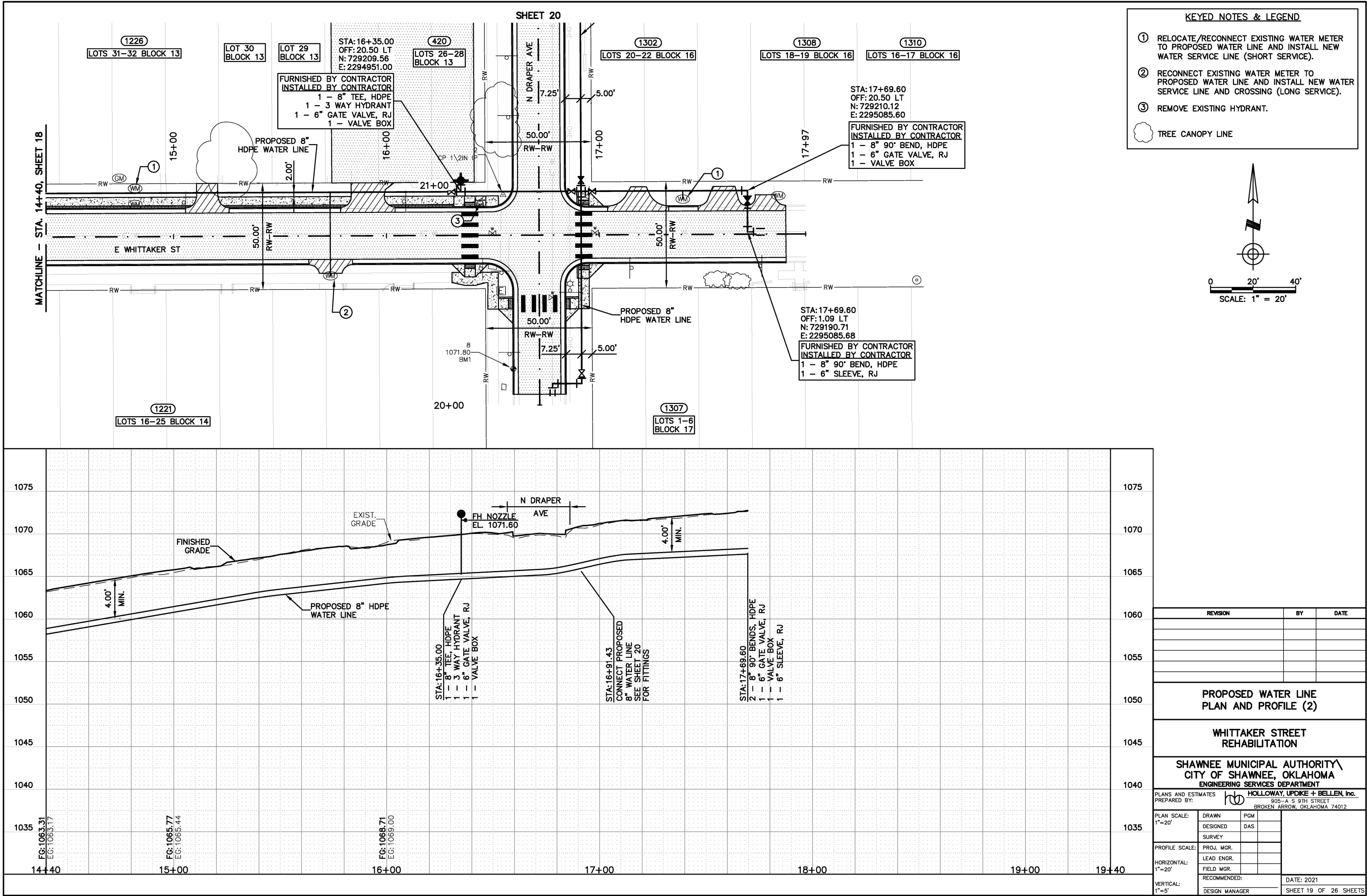


- KEYED NOTES & LEGEND**
- 1 RELOCATE/RECONNECT EXISTING WATER METER TO PROPOSED WATER LINE AND INSTALL NEW WATER SERVICE LINE (SHORT SERVICE).
 - 2 RECONNECT EXISTING WATER METER TO PROPOSED WATER LINE AND INSTALL NEW WATER SERVICE LINE AND CROSSING (LONG SERVICE).
 - 3 REMOVE EXISTING HYDRANT.
- TREE CANOPY LINE

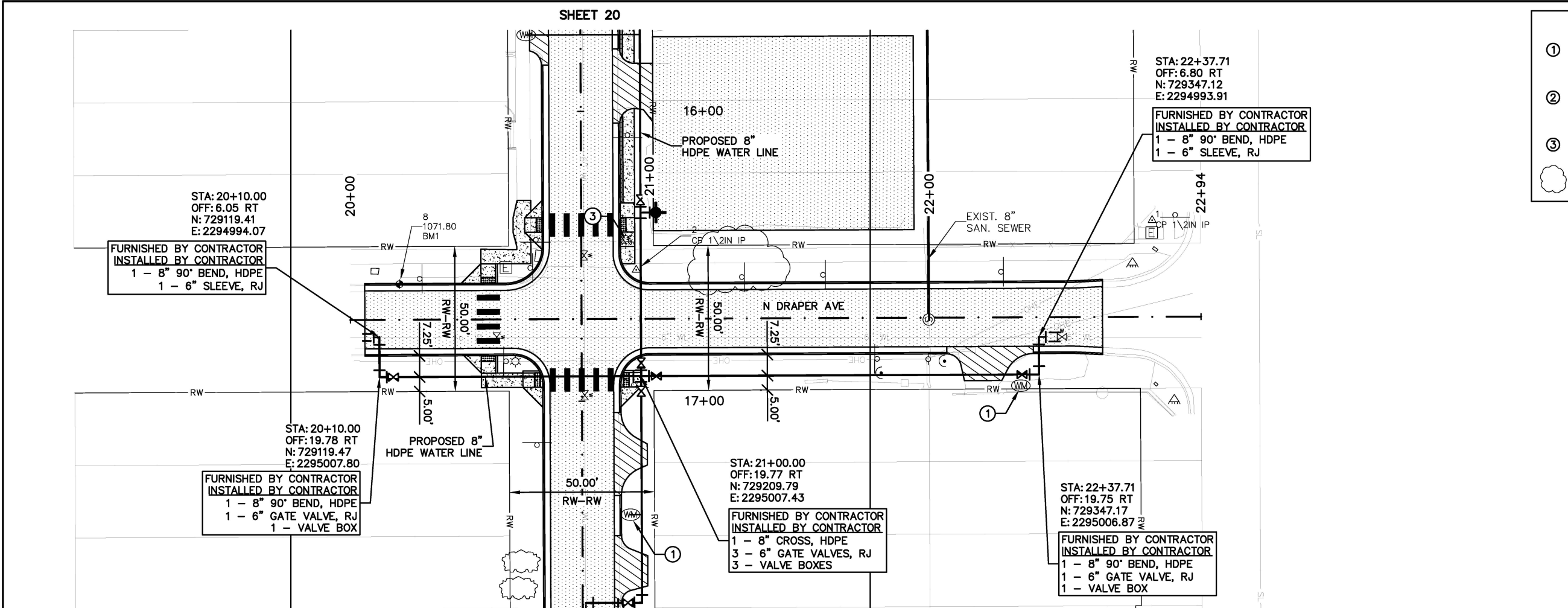


REVISION	BY	DATE
PROPOSED WATER LINE PLAN AND PROFILE (1)		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:  HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012		
PLAN 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

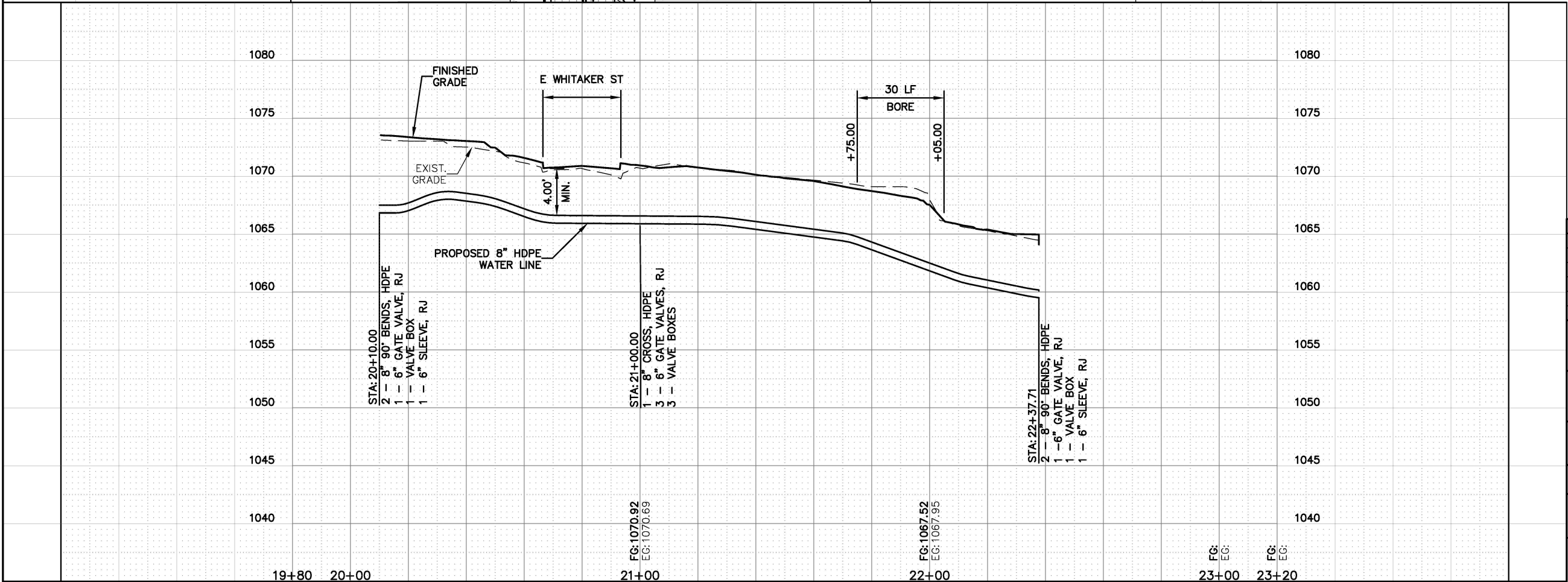
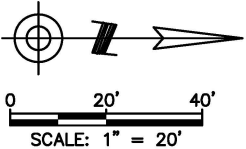
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- KEYED NOTES & LEGEND**
- ① RELOCATE/RECONNECT EXISTING WATER METER TO PROPOSED WATER LINE AND INSTALL NEW WATER SERVICE LINE (SHORT SERVICE).
 - ② RECONNECT EXISTING WATER METER TO PROPOSED WATER LINE AND INSTALL NEW WATER SERVICE LINE AND CROSSING (LONG SERVICE).
 - ③ REMOVE EXISTING HYDRANT.
- TREE CANOPY LINE



REVISION	BY	DATE

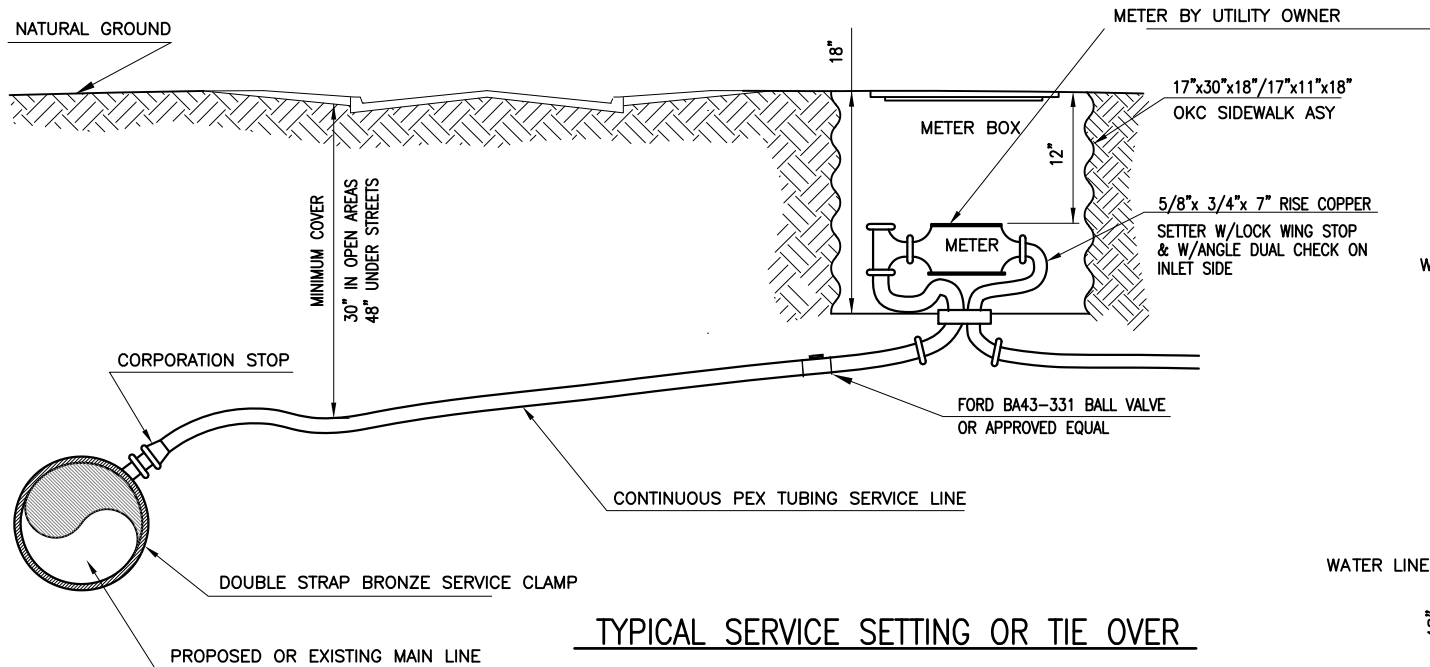
**PROPOSED WATER LINE
PLAN AND PROFILE (3)**

**WHITTAKER STREET
REHABILITATION**

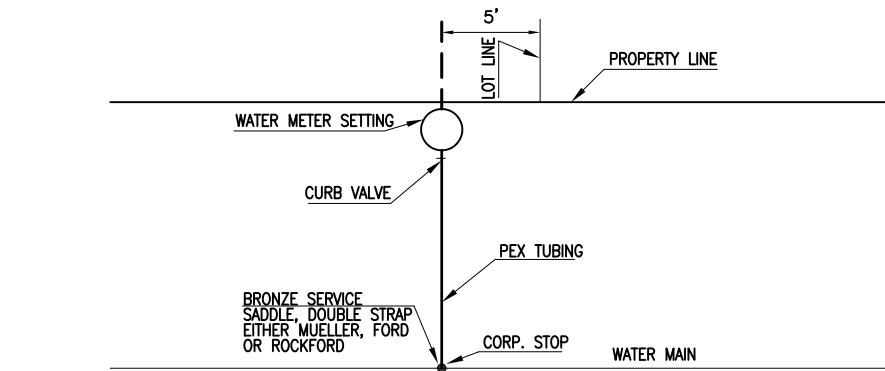
**SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING SERVICES DEPARTMENT**

PLANS AND ESTIMATES
PREPARED BY: **HOLLOWAY, UPDIKE + BELLEN, Inc.**
905-A S 9TH STREET
BROKEN ARROW, OKLAHOMA 74012

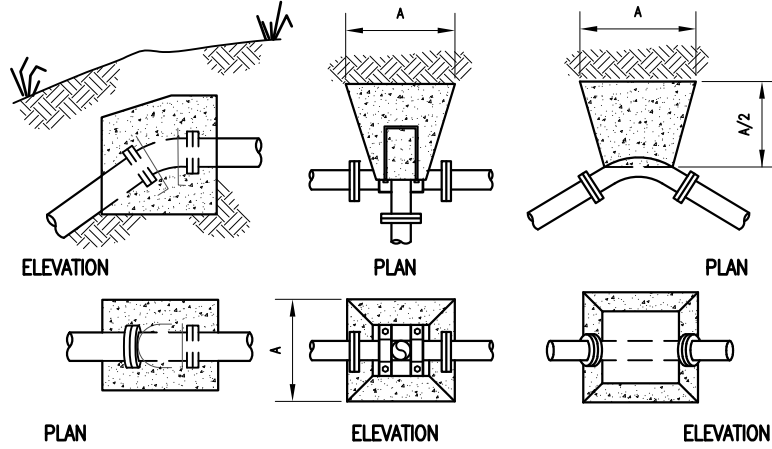
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	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
	LEAD ENGR.		
HORIZONTAL: 1"=20'	FIELD MGR.		
	RECOMMENDED:		
	DESIGN MANAGER		
			DATE: 2021
			SHEET 20 OF 26 SHEETS



TYPICAL SERVICE SETTING OR TIE OVER



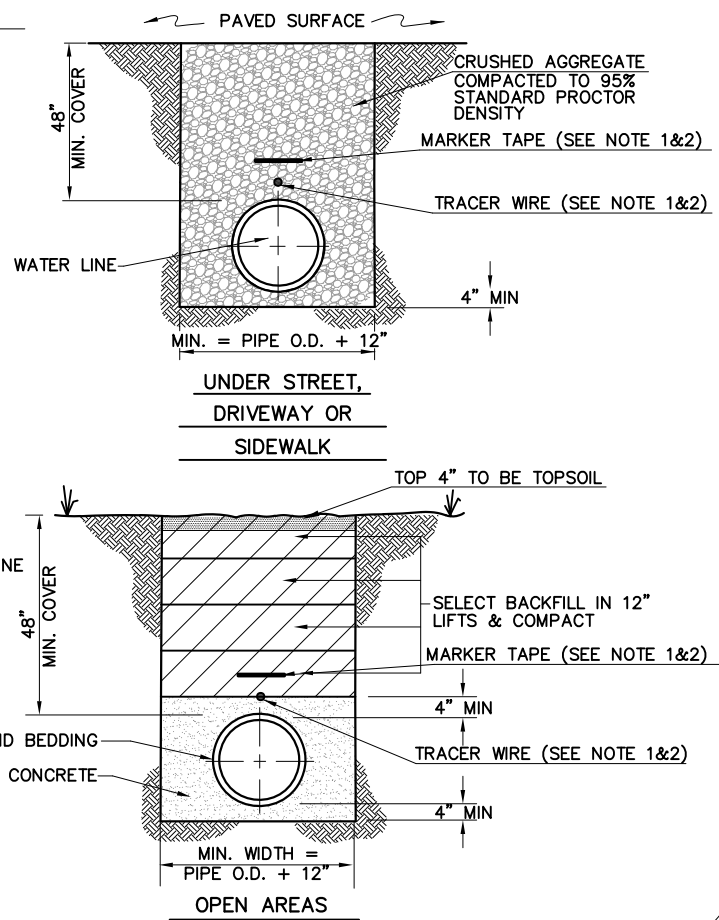
SERVICE CONNECTION DETAIL



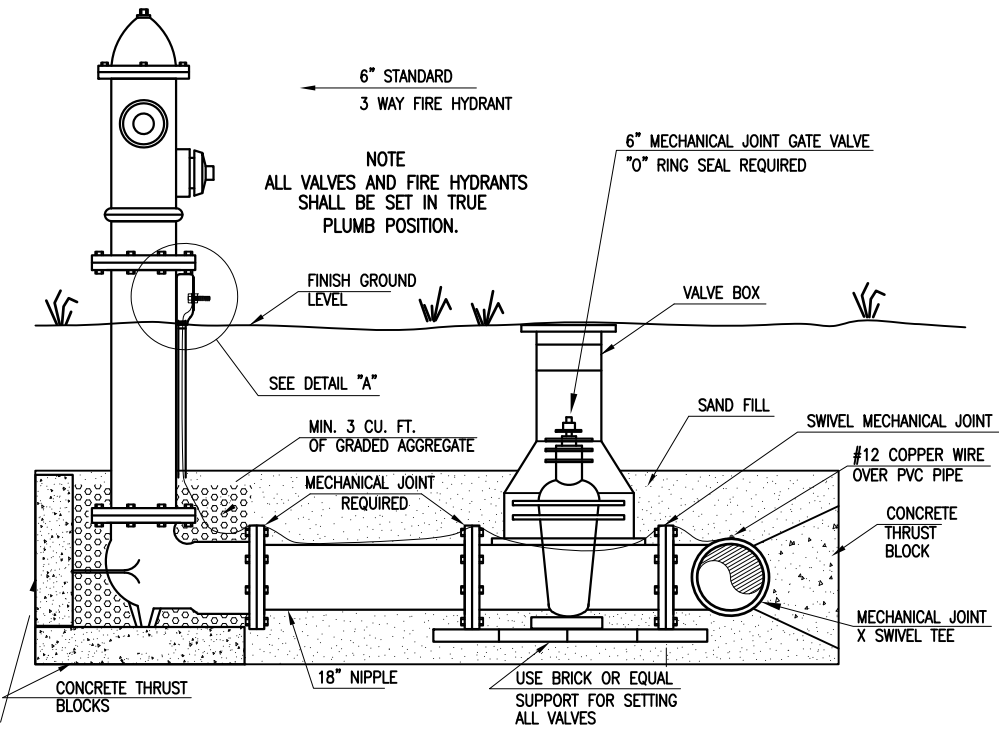
VERTICAL BENDS

"A" DIMENSION (FEET)								
FITTINGS	4' - 6"	8' - 10"	12' - 14"	16' - 18"	20' - 24"	30' - 36"	42' - 48"	54' - 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

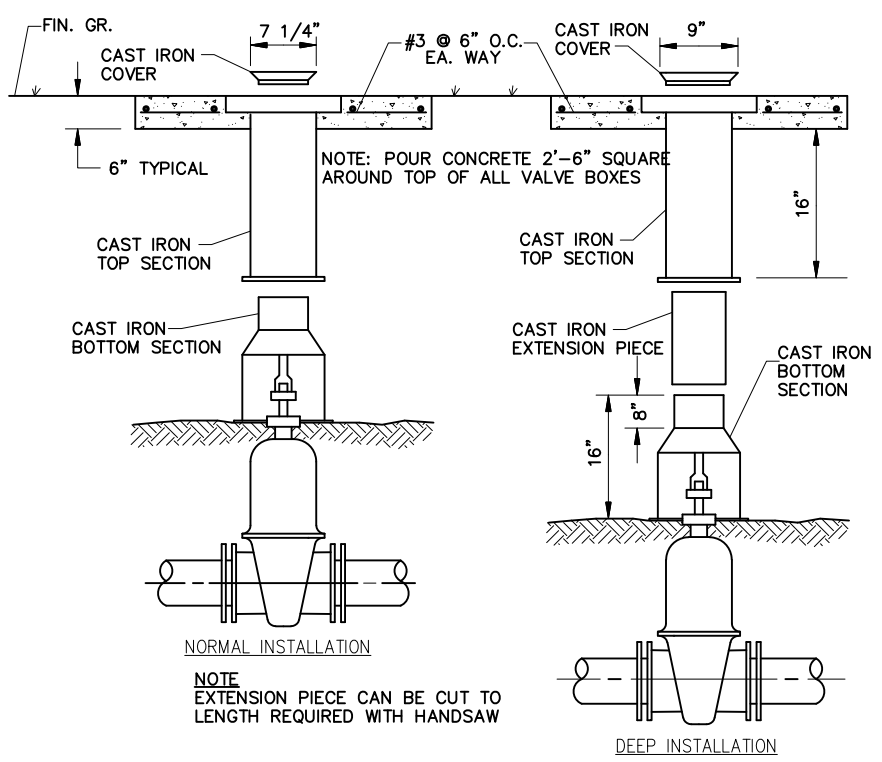
THRUST BLOCKING DETAILS



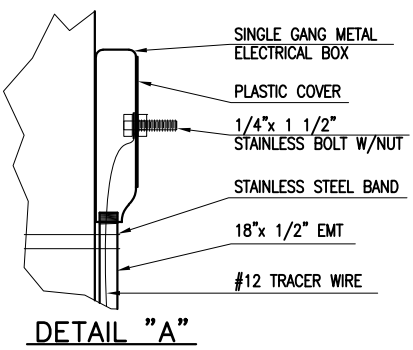
WATER LINE BEDDING DETAIL



FIRE HYDRANT AND VALVE SETTING DETAIL



TYPICAL GATE VALVE

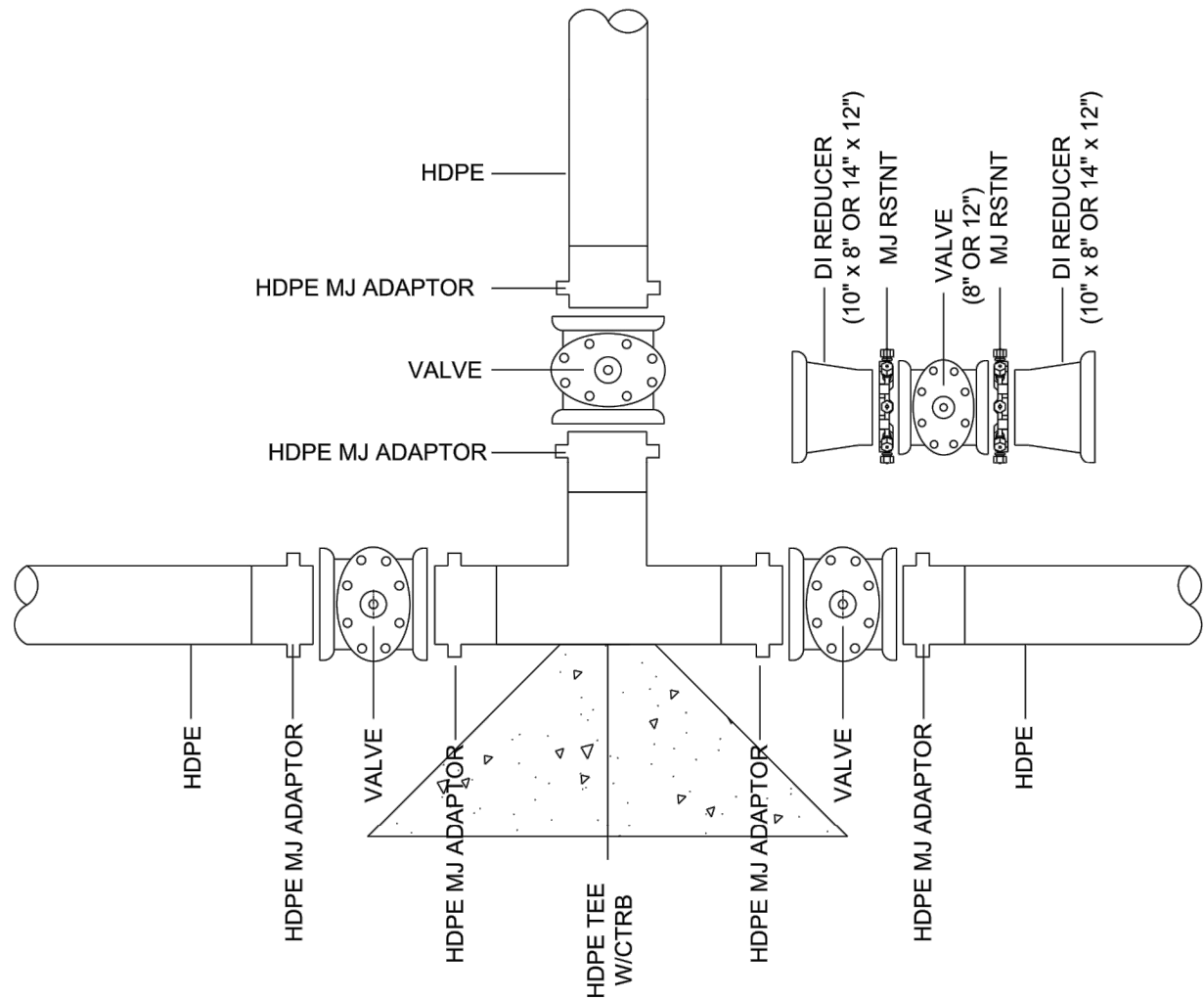


DETAIL "A"

- KEYED AND GENERAL NOTES:
1. TRACER WIRE AND DETECTABLE MARKING TAPE SHALL BE INSTALLED ABOVE ALL PVC AND HDPE PIPE, TERMINATING ONLY ONTO HYDRANTS JUST ABOVE THE GROUND LEVEL PER DETAIL. USE #12 SOLID COPPER WIRE. COST WILL BE INCLUDED IN THE COST OF THE PIPE.
 2. DETECTABLE MARKING TAPE SHALL BE INSTALLED OVER DUCTILE IRON PIPE. COST WILL BE INCLUDED IN THE COST OF THE PIPE.
 3. HYDRANTS SHALL BE AMERICAN DARLING NO. B-84-B OR APPROVED EQUAL.

REVISION	BY	DATE
WATER LINE 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.	
	LEAD ENGR.	
HORIZONTAL:	FIELD MGR.	
	RECOMMENDED:	
	DESIGN MANAGER	
		DATE: 2021
		SHEET 21 OF 26 SHEETS

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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.

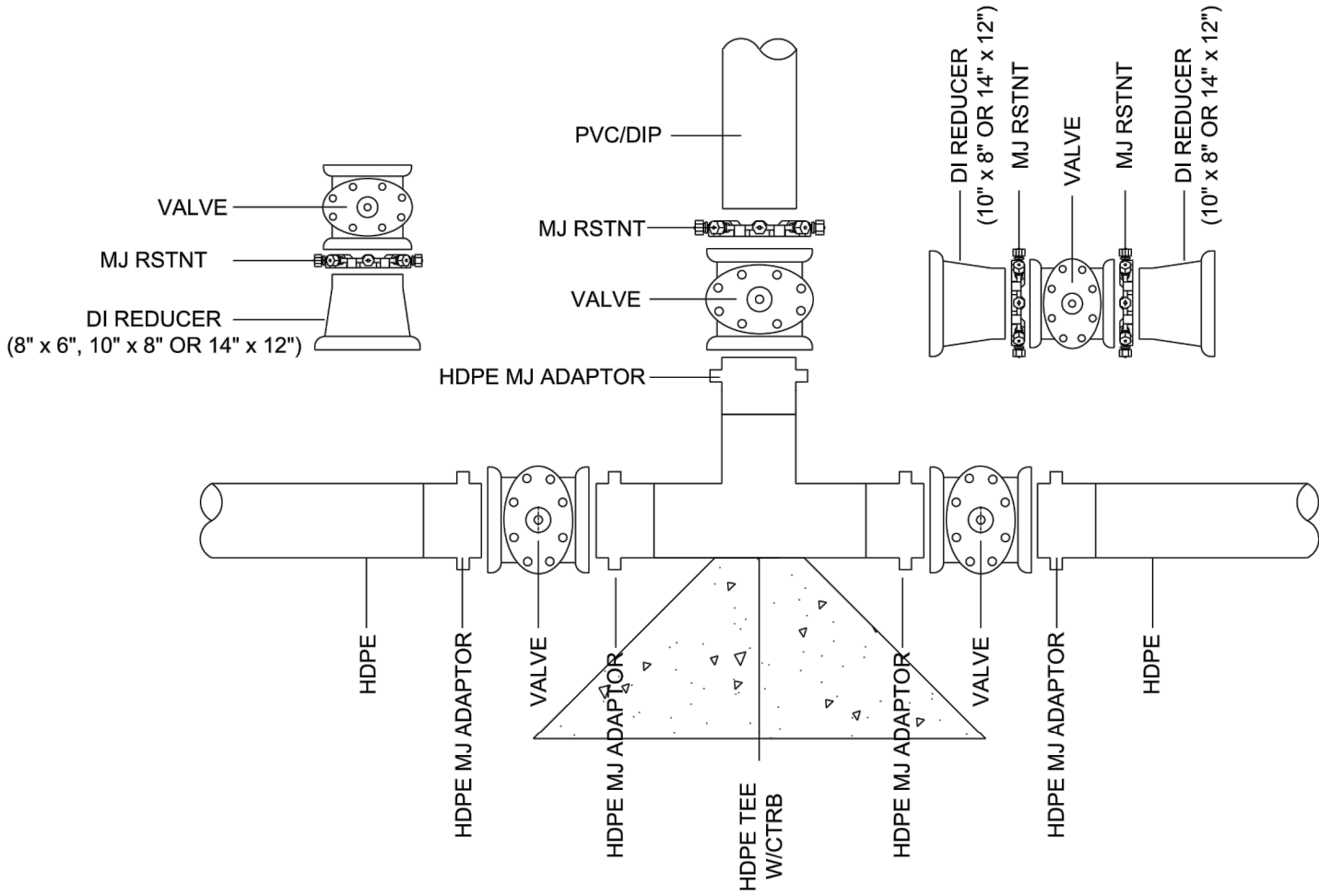
TYPICAL CONFIGURATIONS:

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.

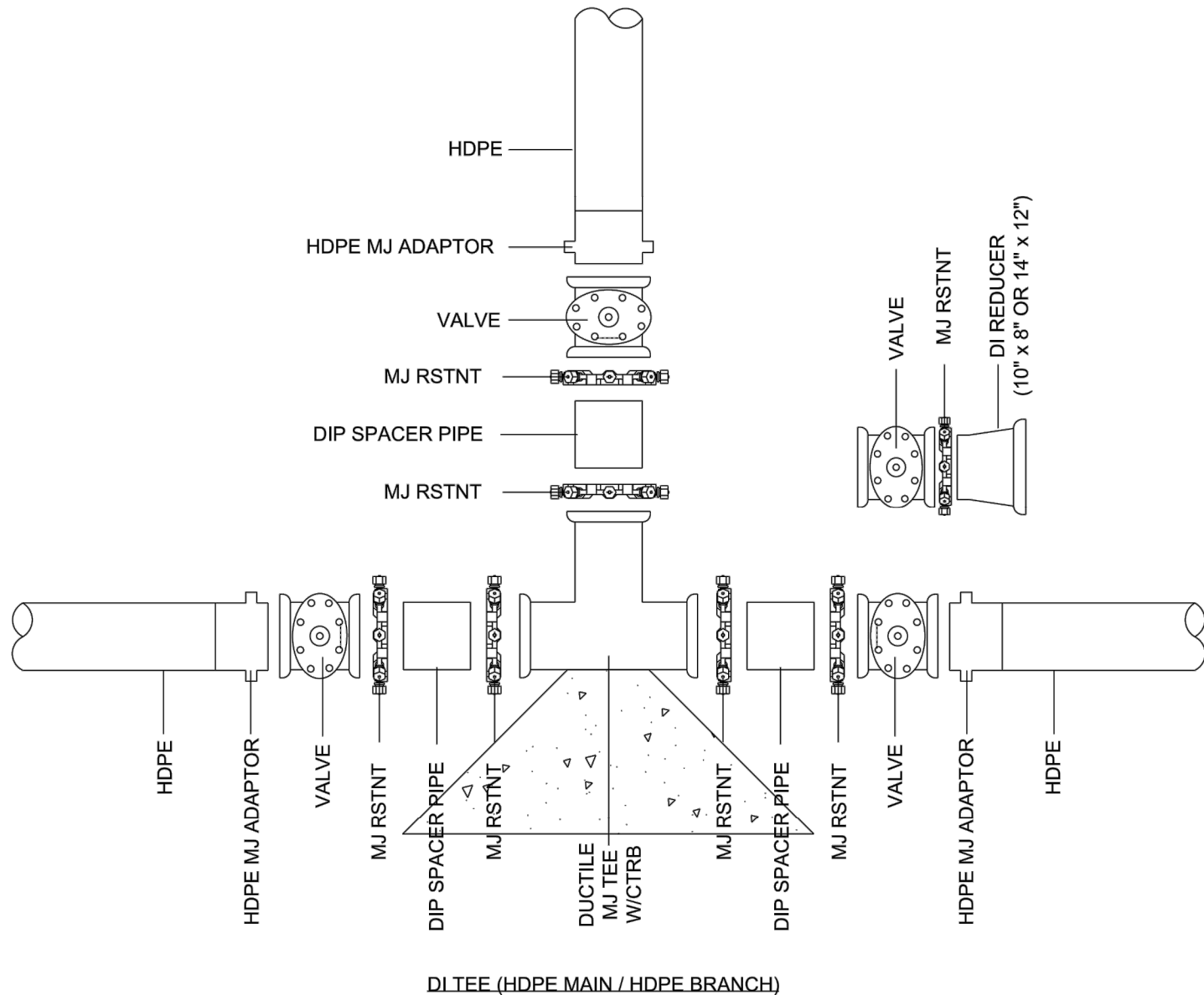
WHEN HDPE BRANCH IS 14", USE 14" x 12" DI REDUCER AND 12" GATE VALVE.



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

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WHEN HDPE MAIN IS CONNECTED TO DI FITTING, USE HDPE MJ ADAPTER AND DI REDUCER AS NECESSARY TO MAKE CONNECTION.

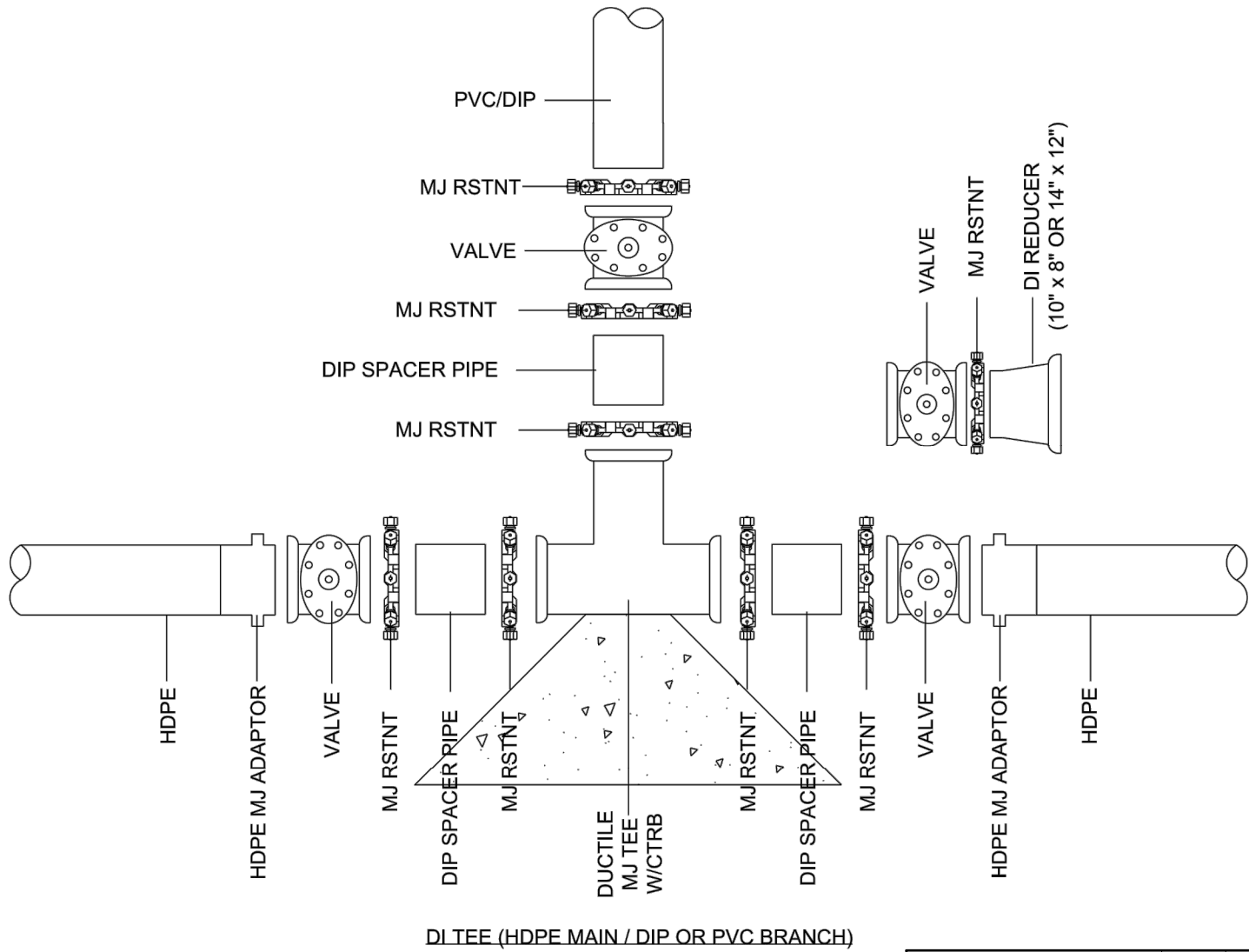
TYPICAL CONFIGURATIONS:

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)

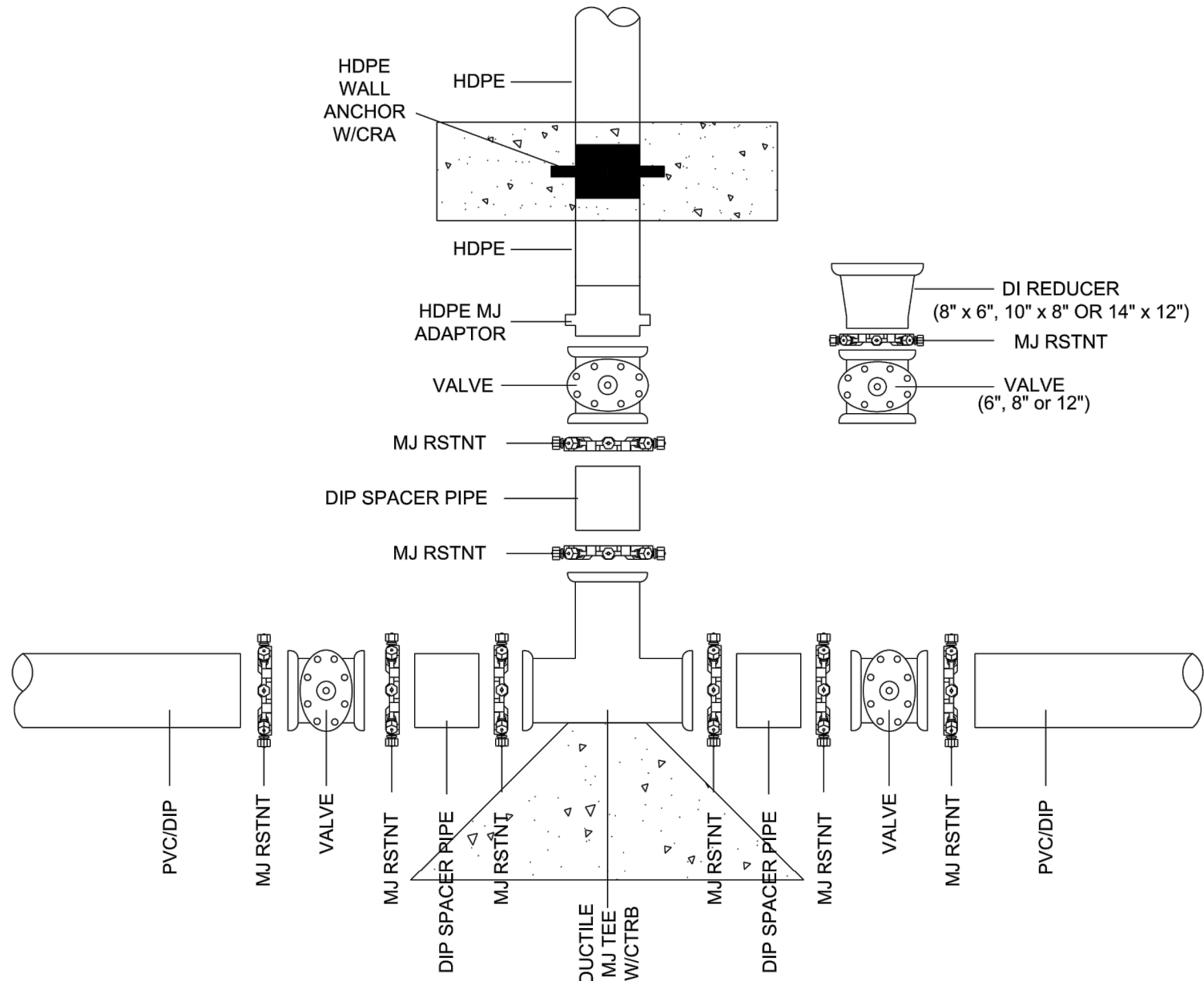
WHITTAKER STREET
REHABILITATION

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

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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.

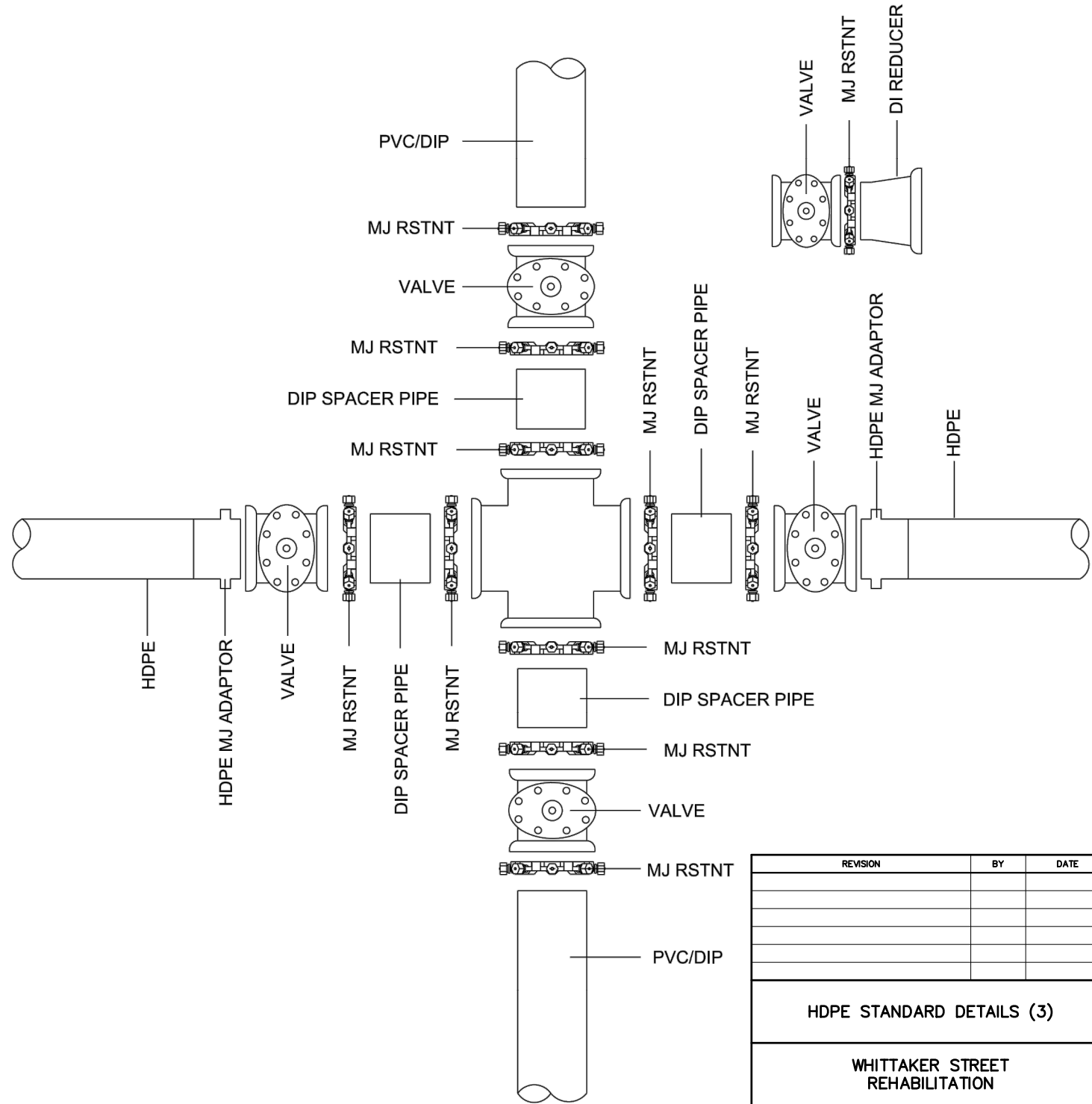
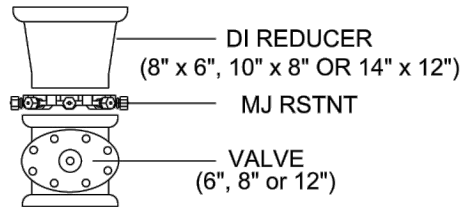
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" x 6" DI REDUCER AND 6" GATE VALVE, OR USE 8" GATE VALVE

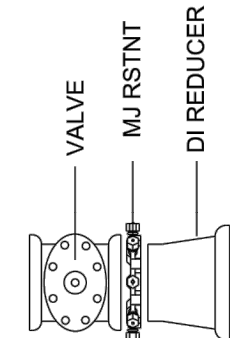
WHEN HDPE BRANCH IS 10", USE 10" x 8" DI REDUCER AND 8" GATE VALVE.

WHEN HDPE BRANCH IS 12", USE 12" GATE VALVE.

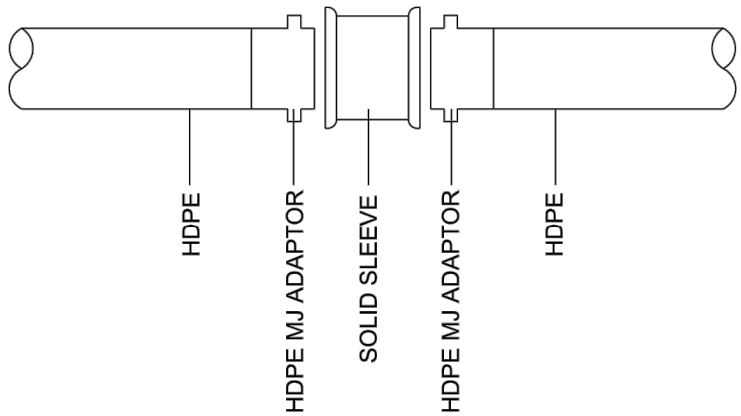
WHEN HDPE BRANCH IS 14", USE 14" x 12" DI REDUCER AND 12" GATE VALVE.



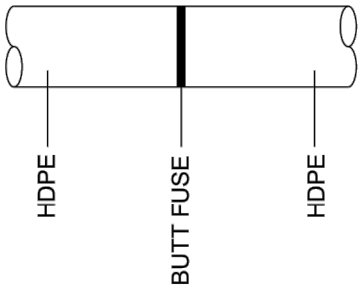
DI CROSS (HDPE MAIN / DIP OR PVC MAIN)



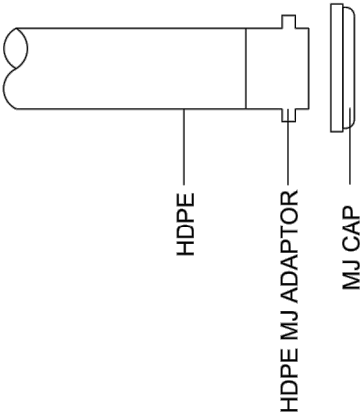
REVISION		BY	DATE
HDPE STANDARD DETAILS (3)			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE:	DRAWN	PGM	
	DESIGNED	DAS	
	SURVEY		
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
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VERTICAL:	RECOMMENDED:		DATE: 2021
	DESIGN MANAGER		SHEET 24 OF 26 SHEETS



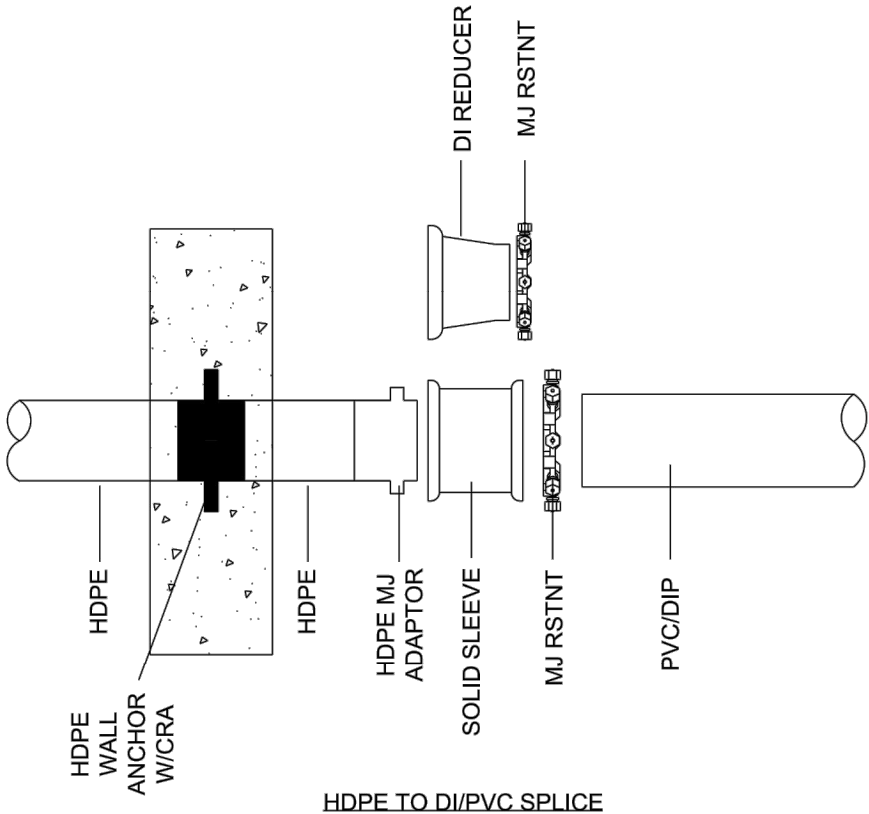
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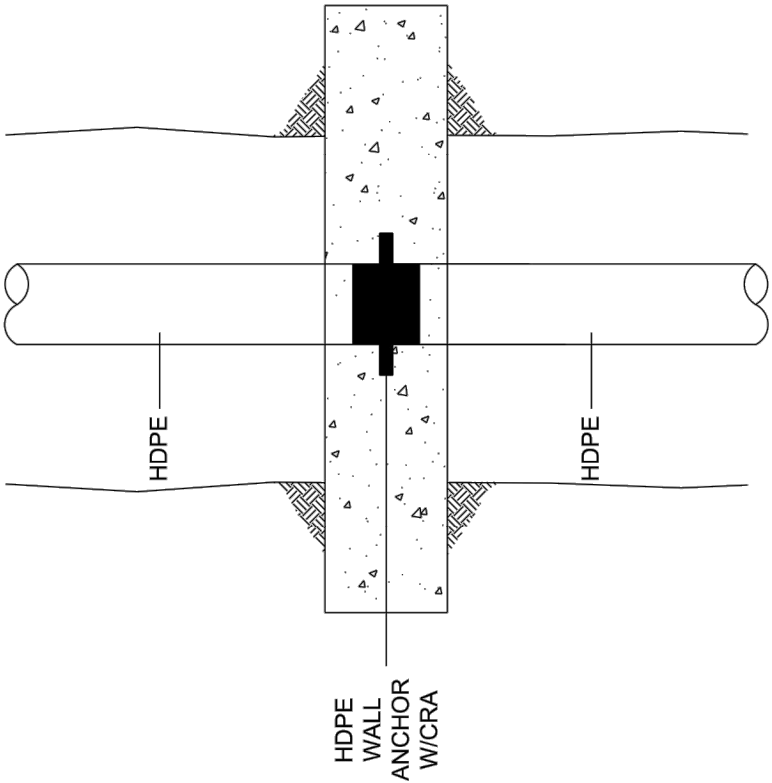
HDPE TO HDPE BUTT FUSE



HDPE TO HDPE BUTT FUSE



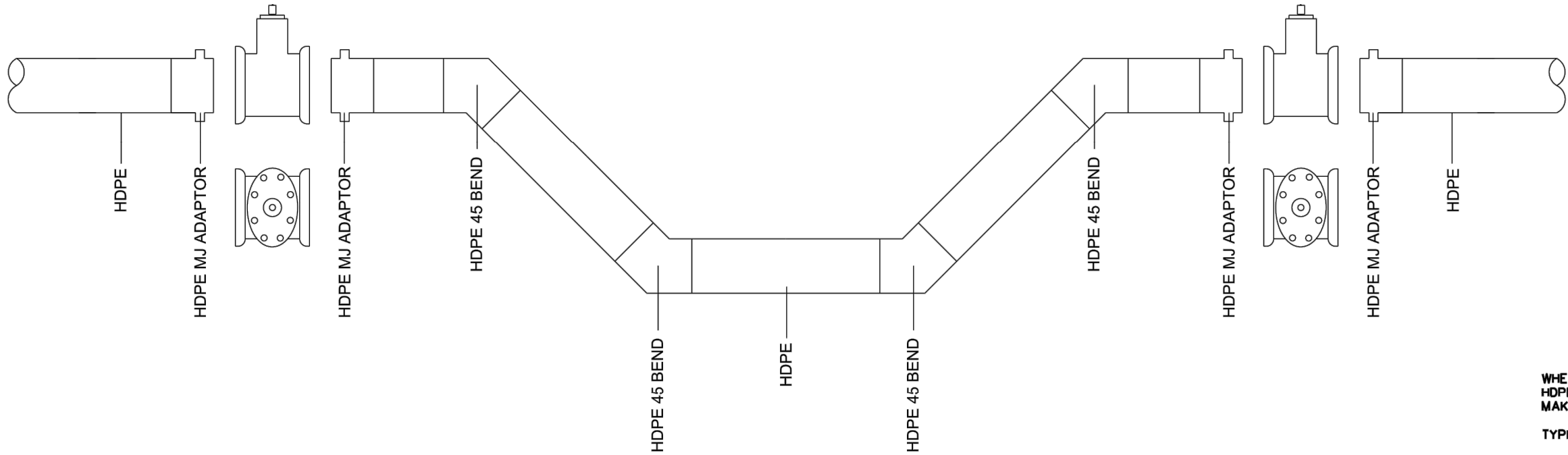
HDPE TO DI/PVC SPLICE



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.		
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HORIZONTAL:	FIELD MGR.		
	RECOMMENDED:		
VERTICAL:	DESIGN MANAGER		
			DATE: 2021
			SHEET 25 OF 26 SHEETS

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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.

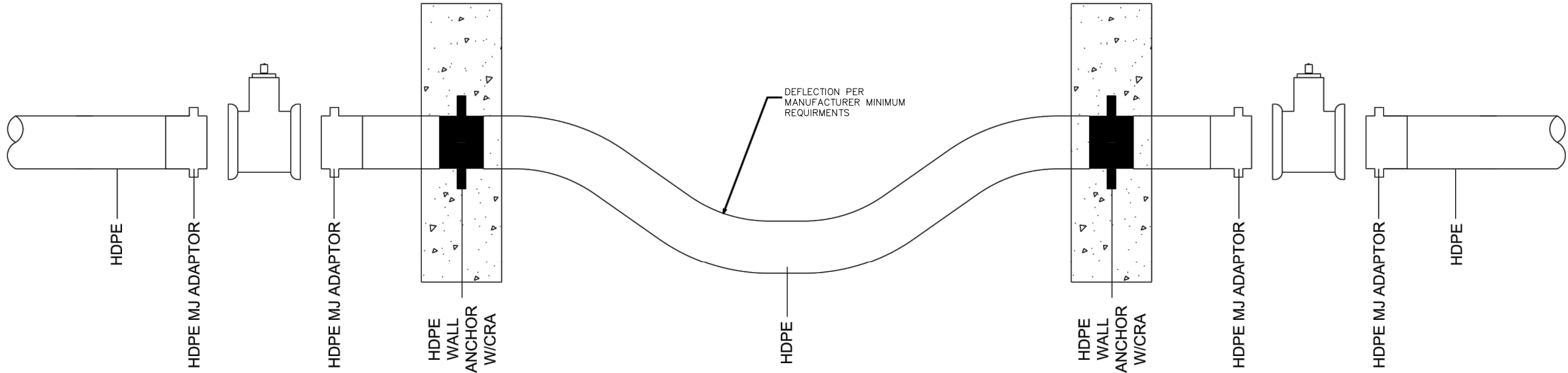
TYPICAL CONFIGURATIONS:

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.

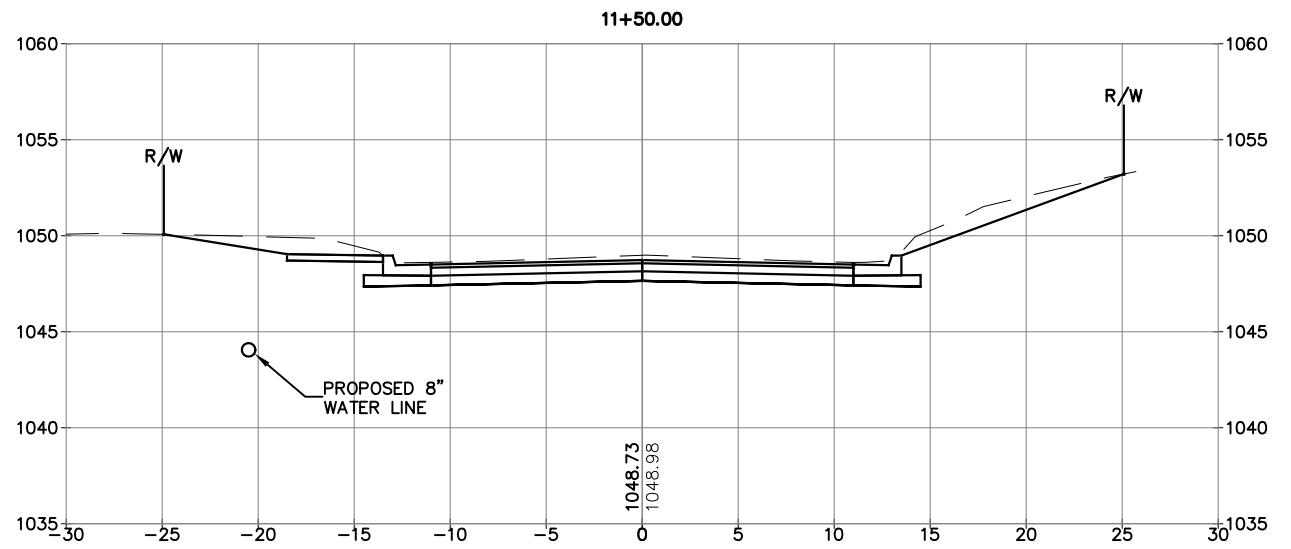
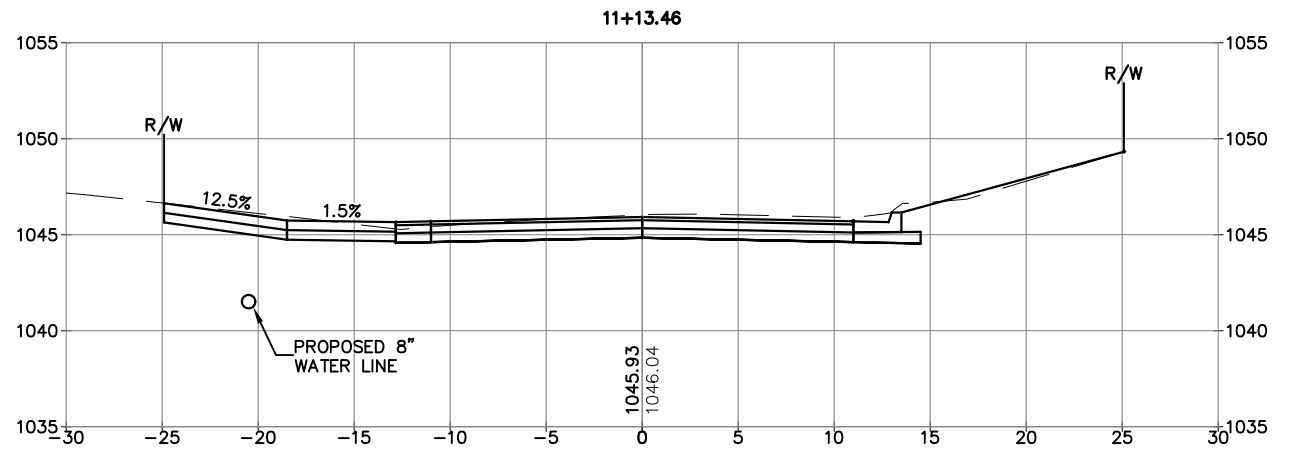
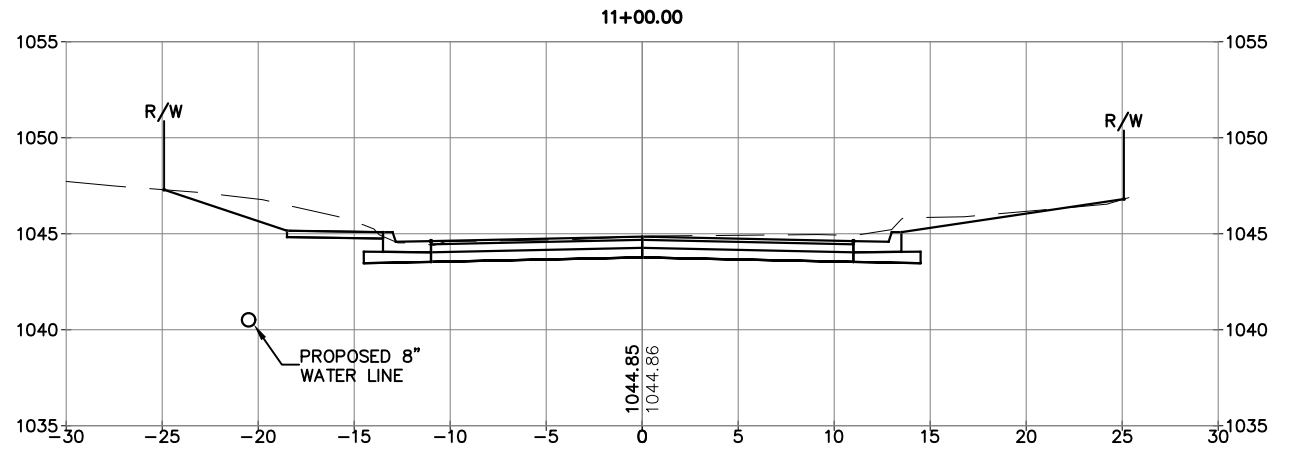
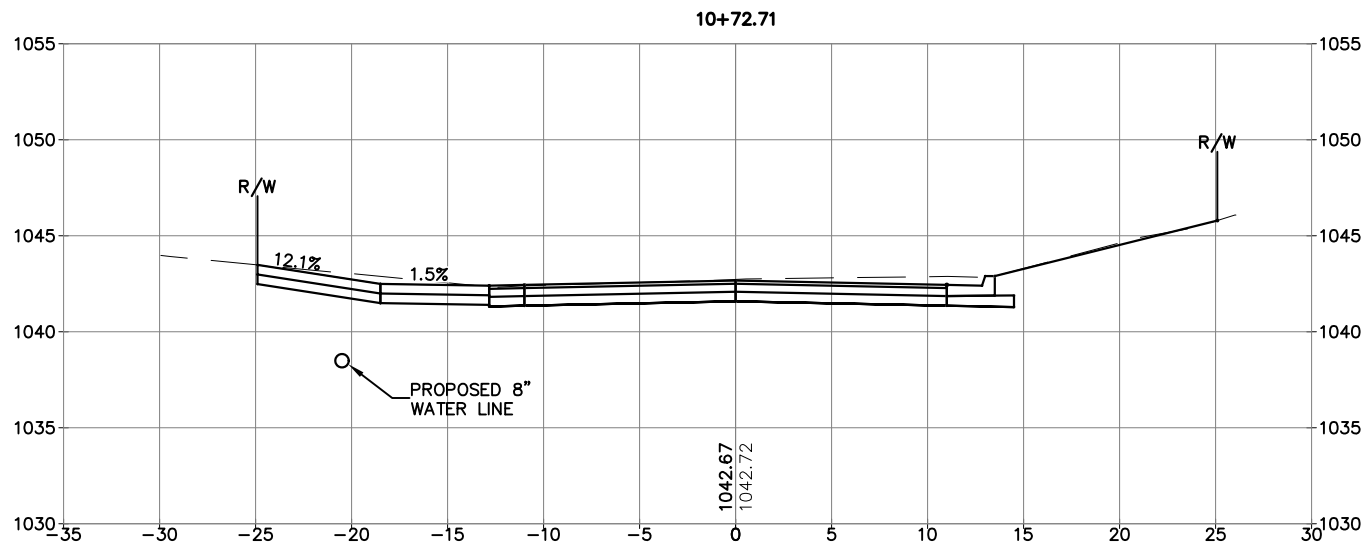
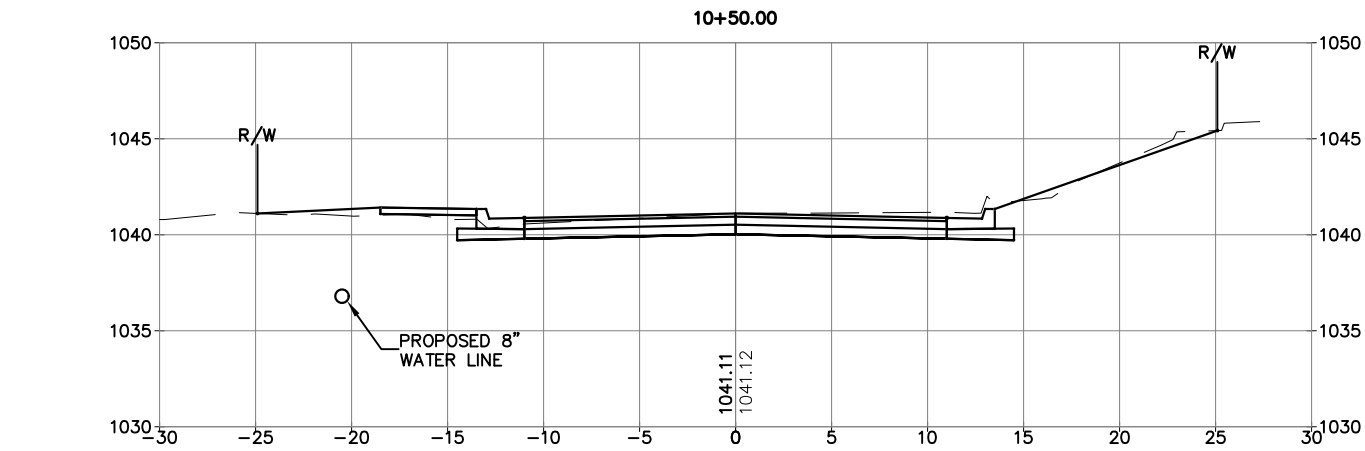
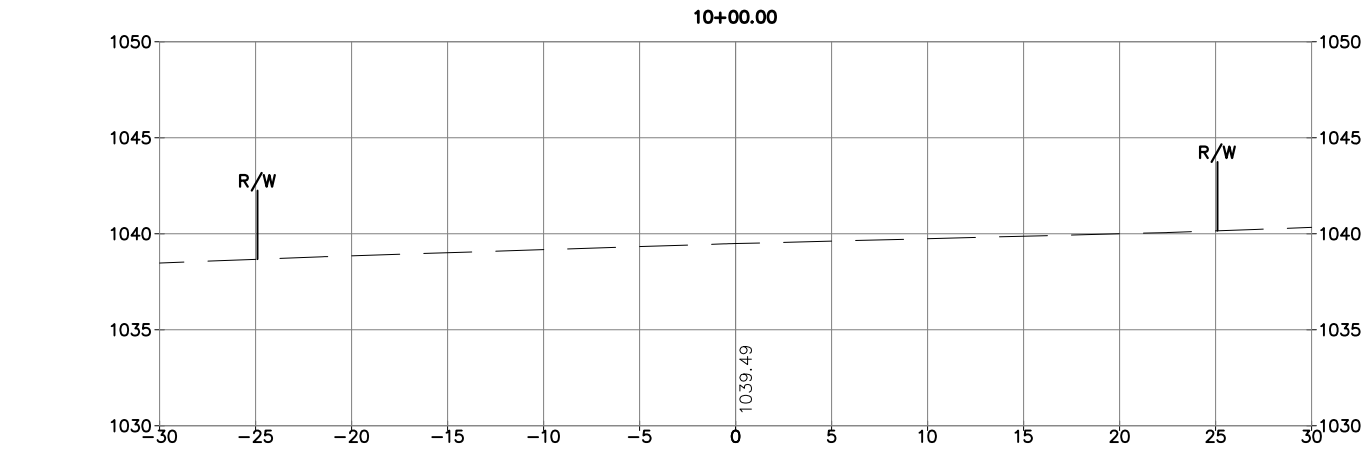
WHEN HDPE BRANCH IS 14", USE 14" x 12" DI REDUCER AND 12" GATE VALVE.



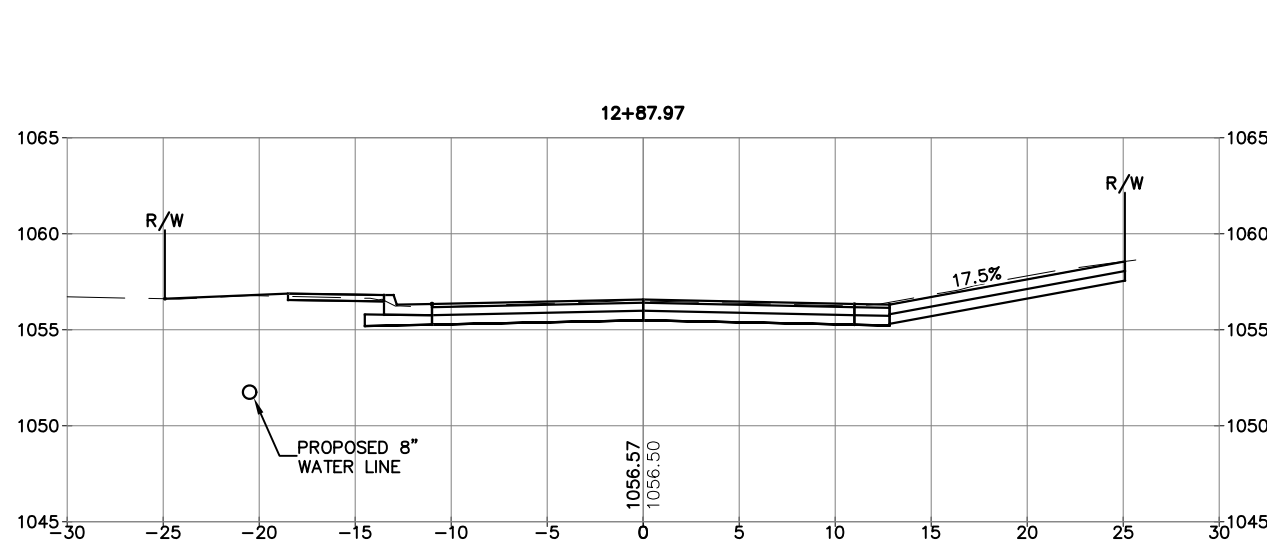
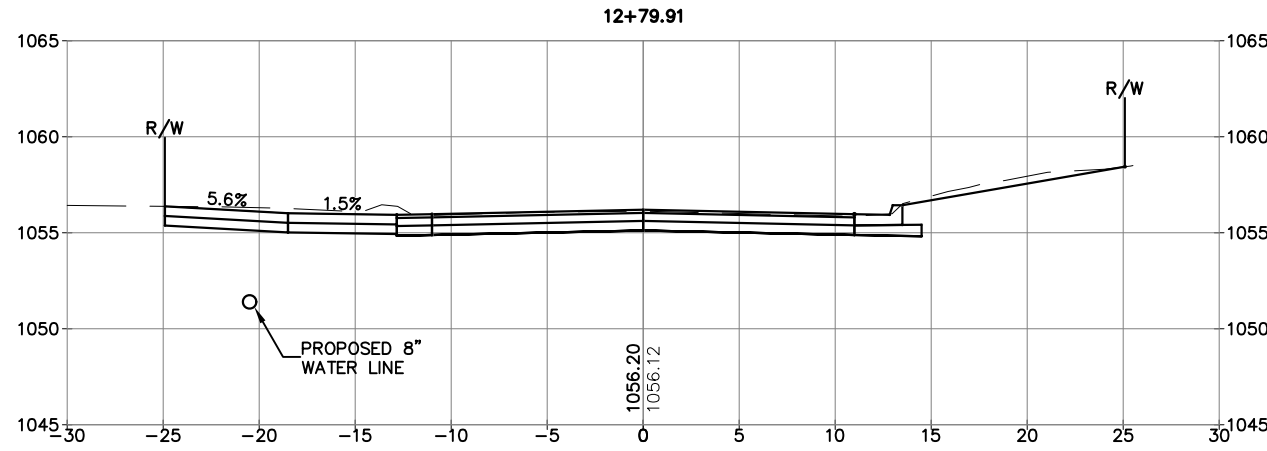
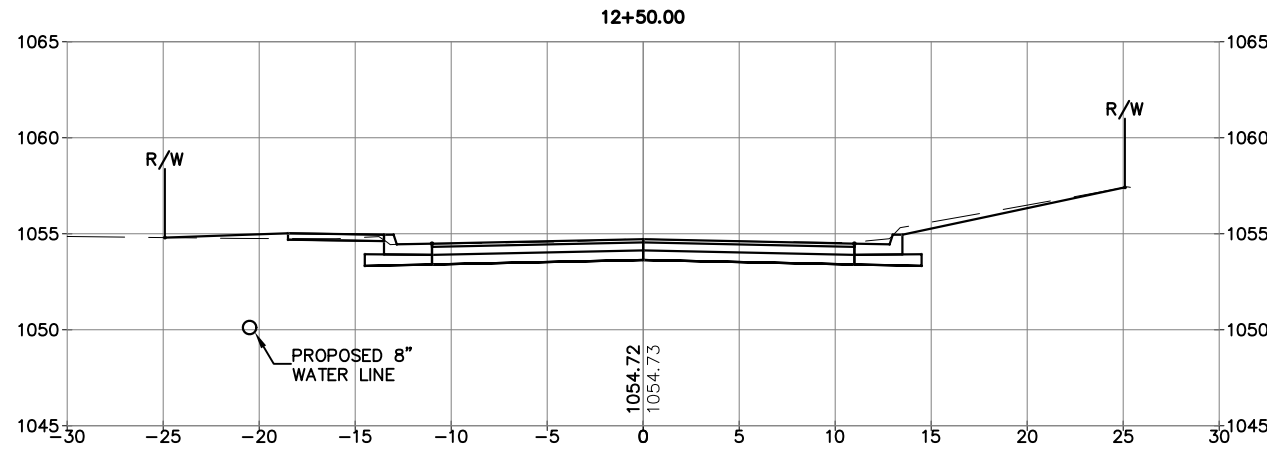
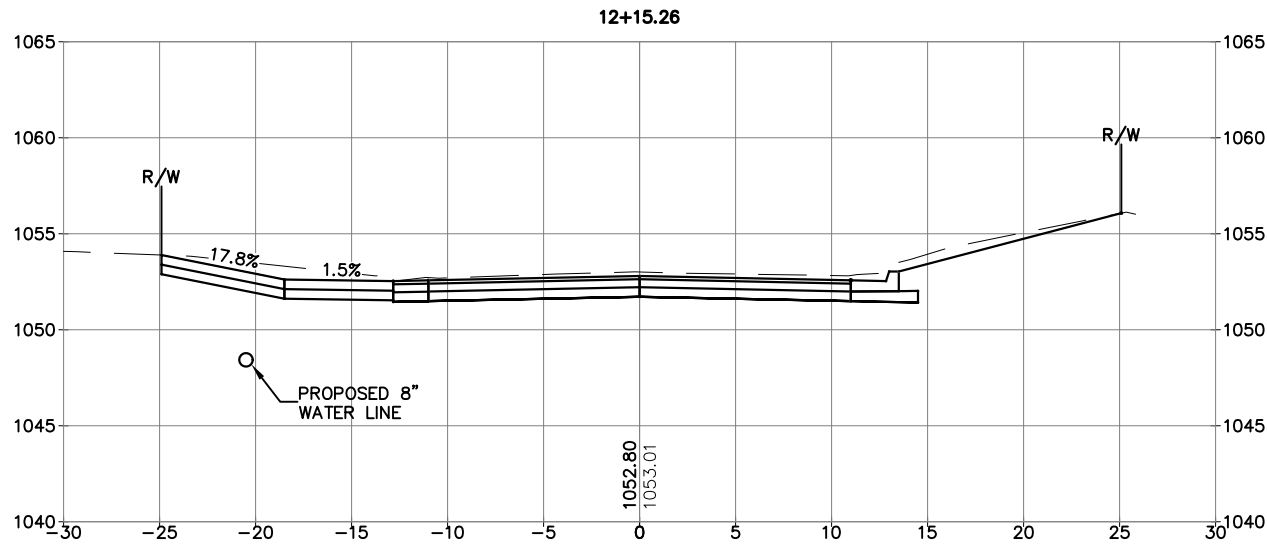
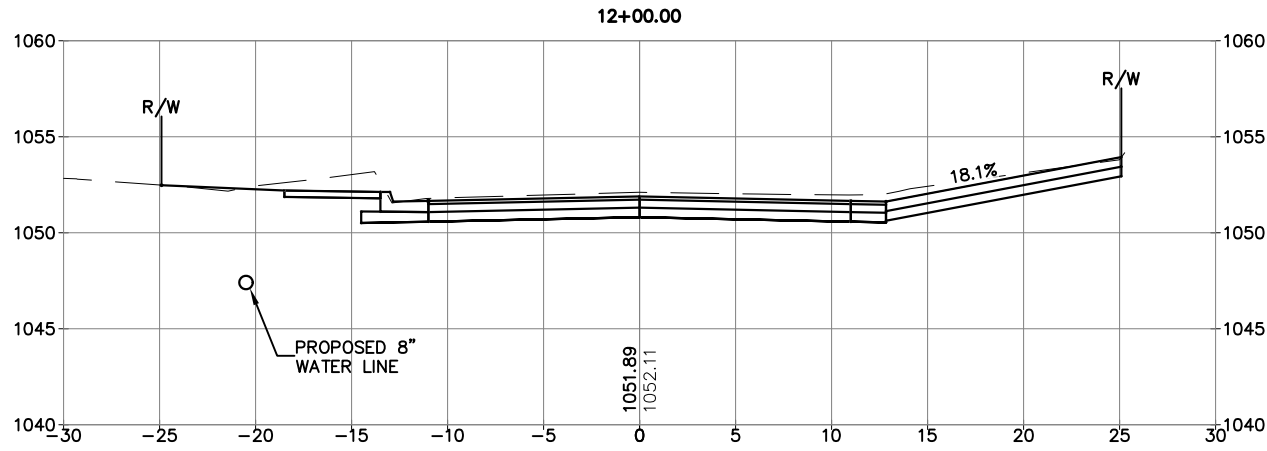
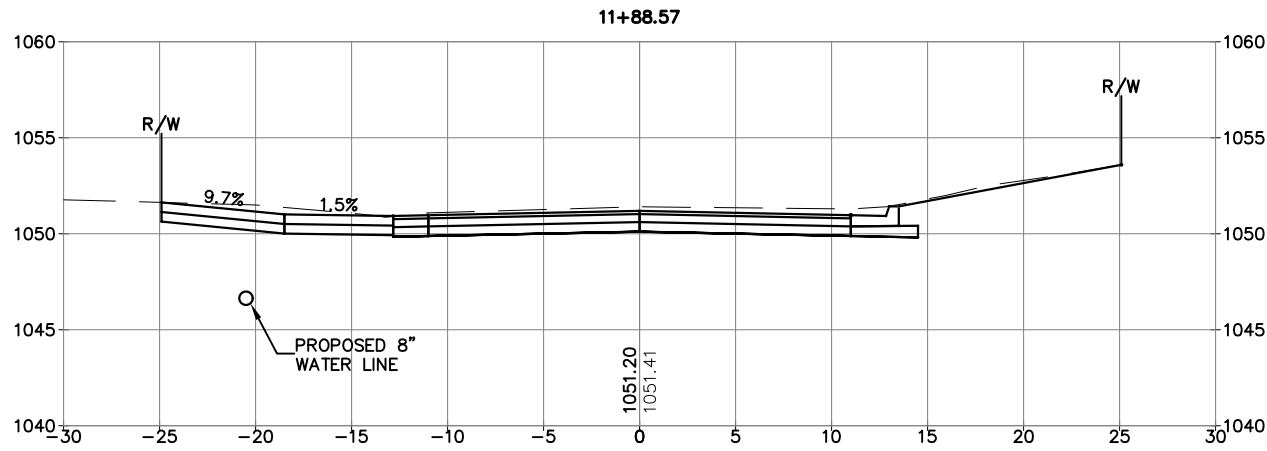
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REVISION	BY	DATE
HDPE STANDARD DETAILS (5)		
WHITTAKER STREET REHABILITATION		
SHAWNEE MUNICIPAL AUTHORITY\ CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT		
PLANS AND ESTIMATES PREPARED BY:  HOLLOWAY, UPDIKE + BELLEN, Inc. 905-A S 9TH STREET 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 26 OF 26 SHEETS

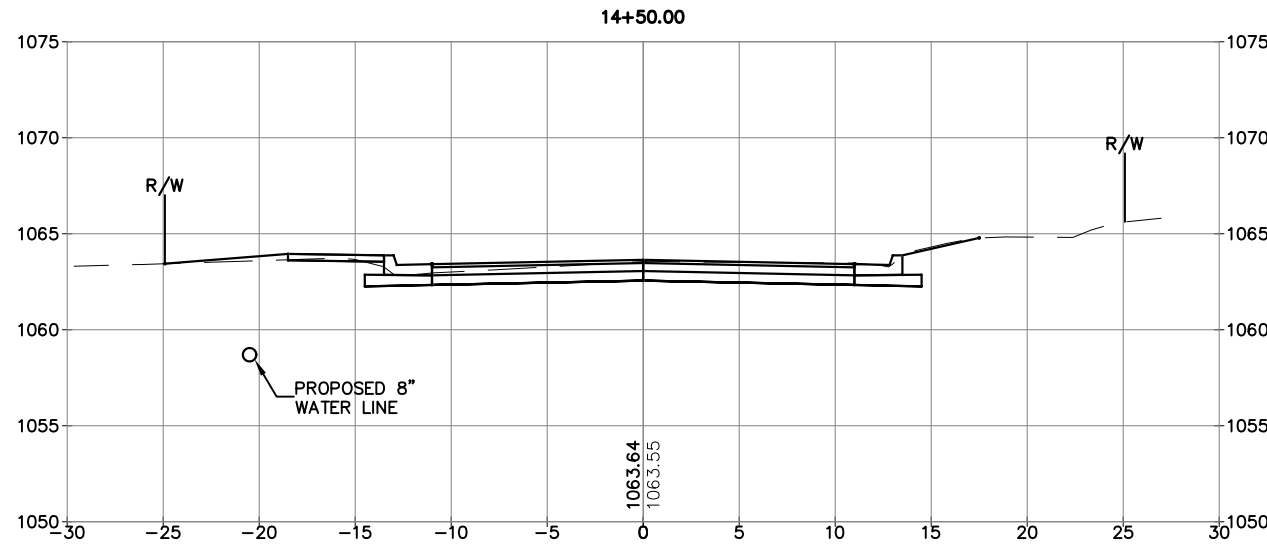
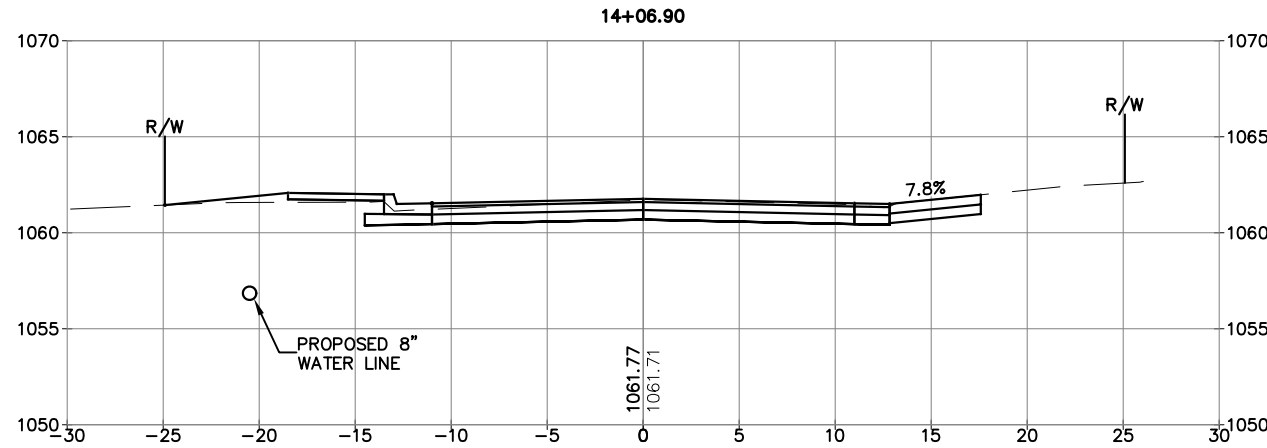
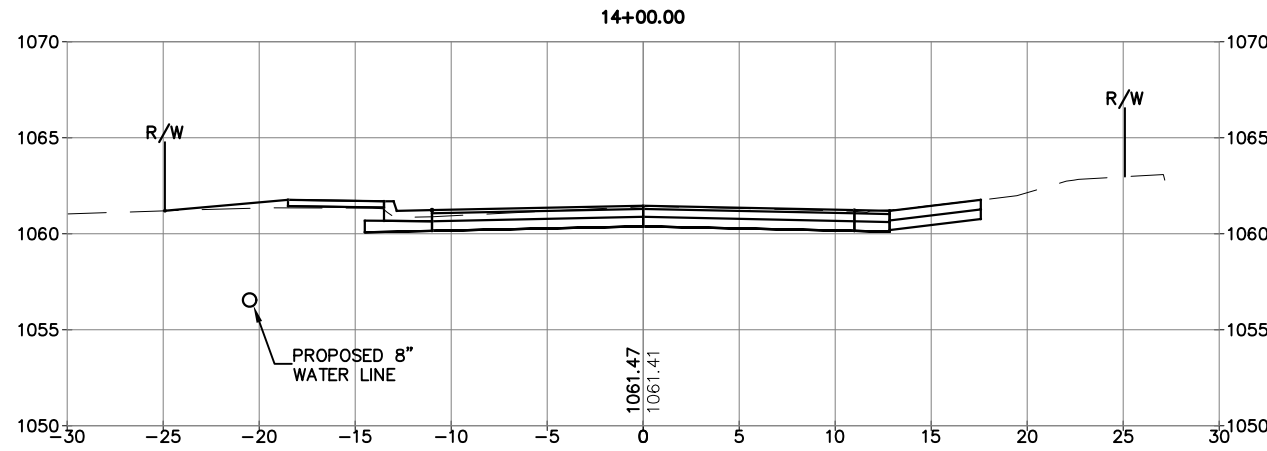
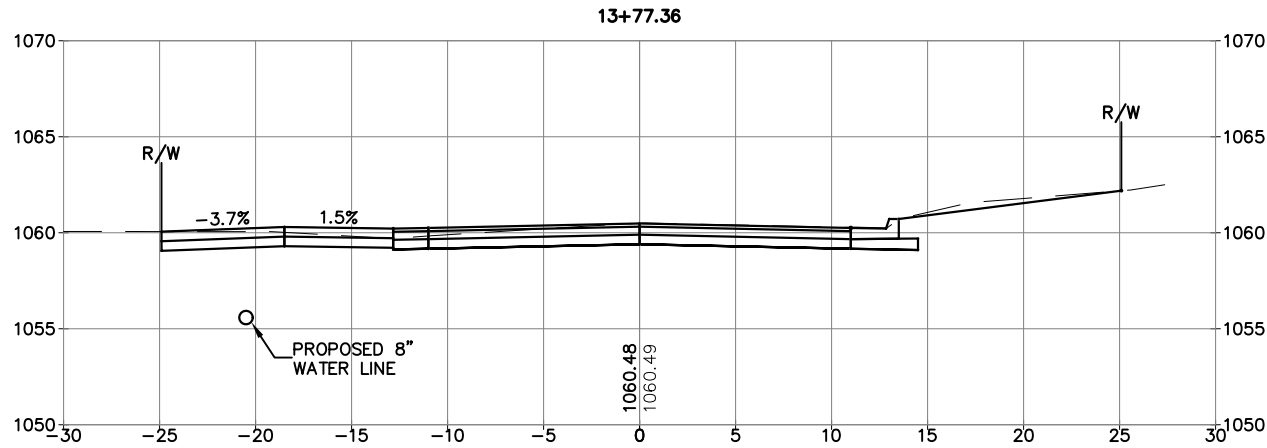
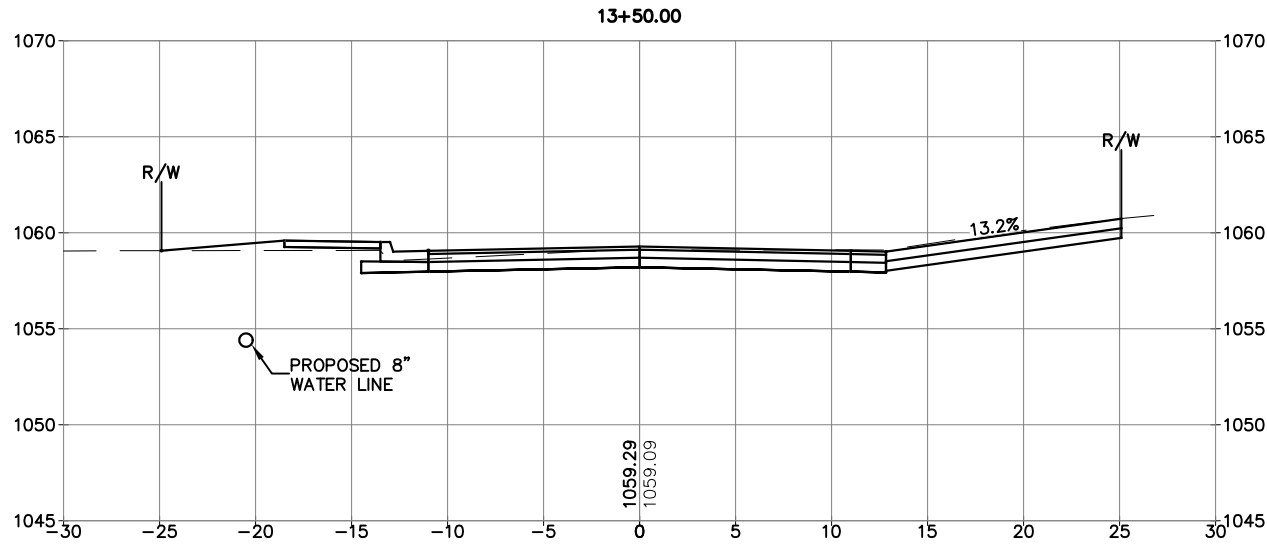
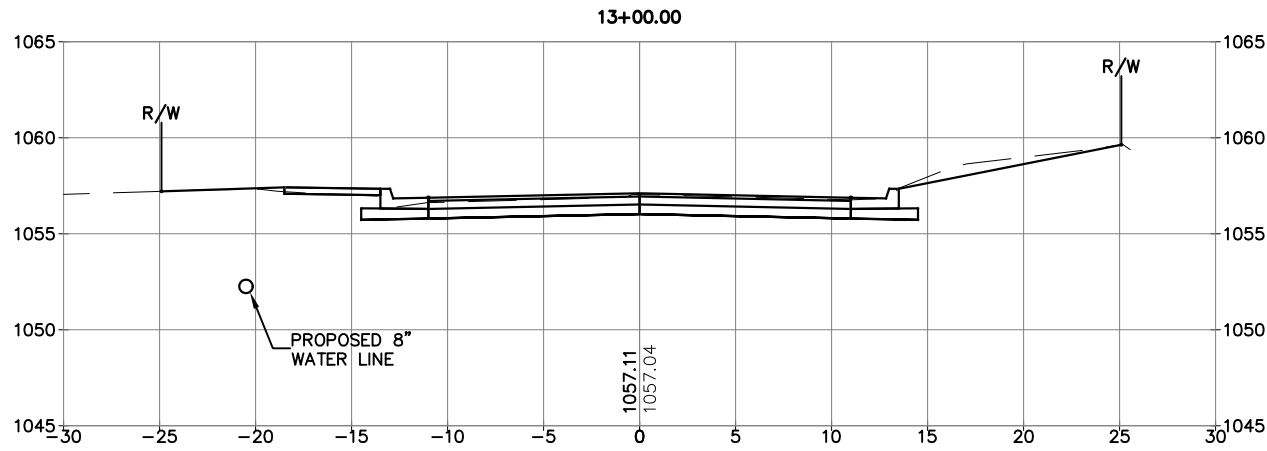
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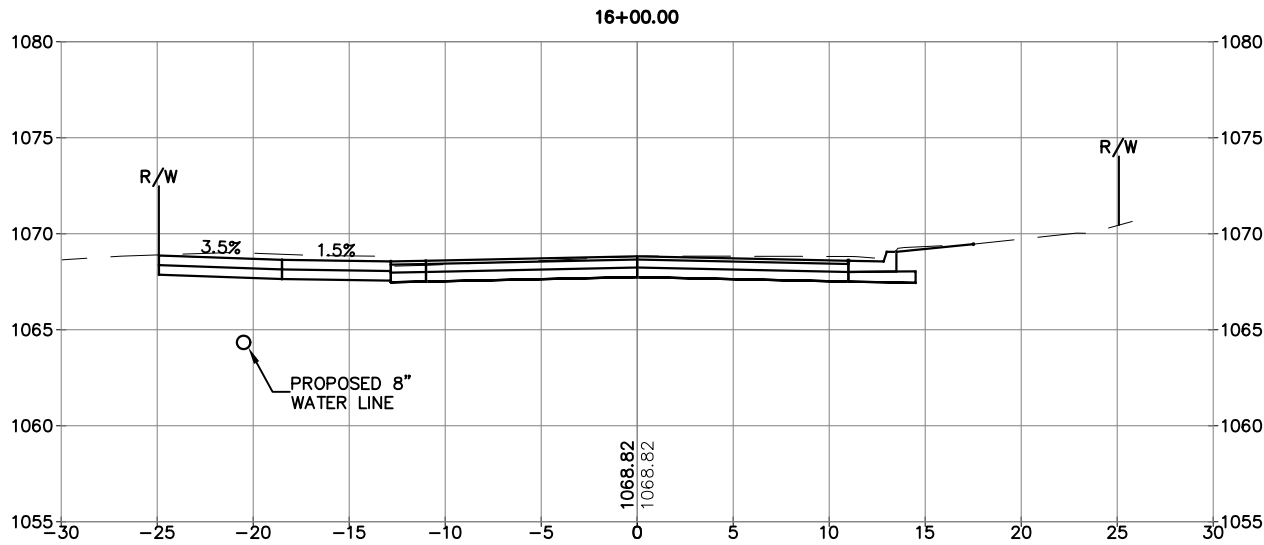
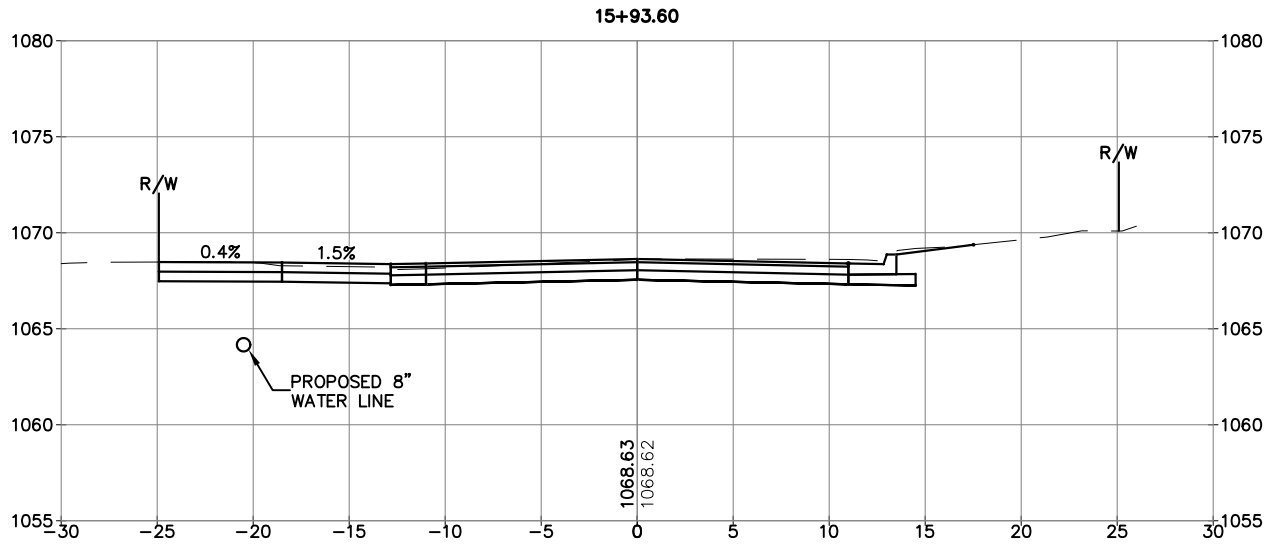
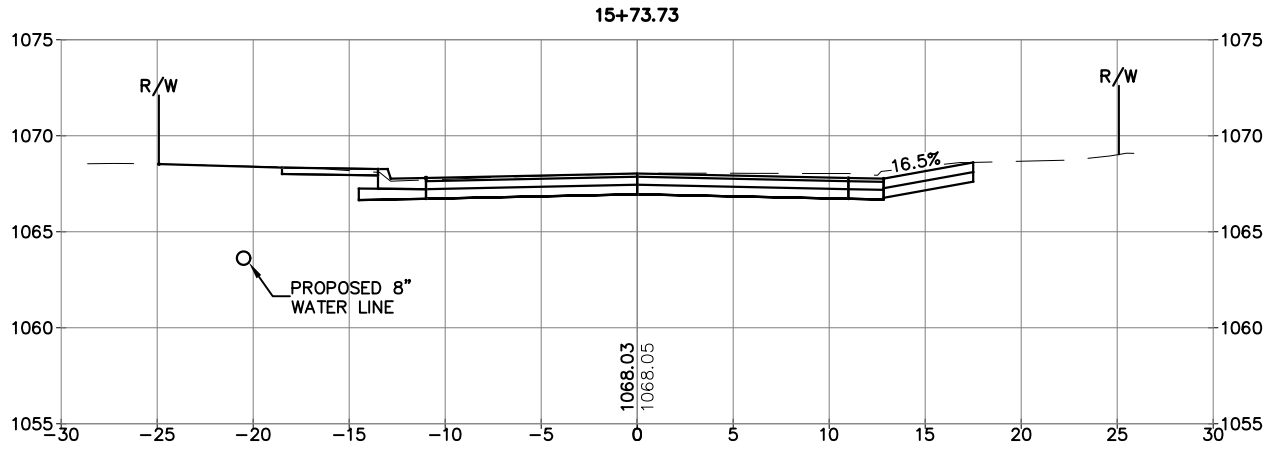
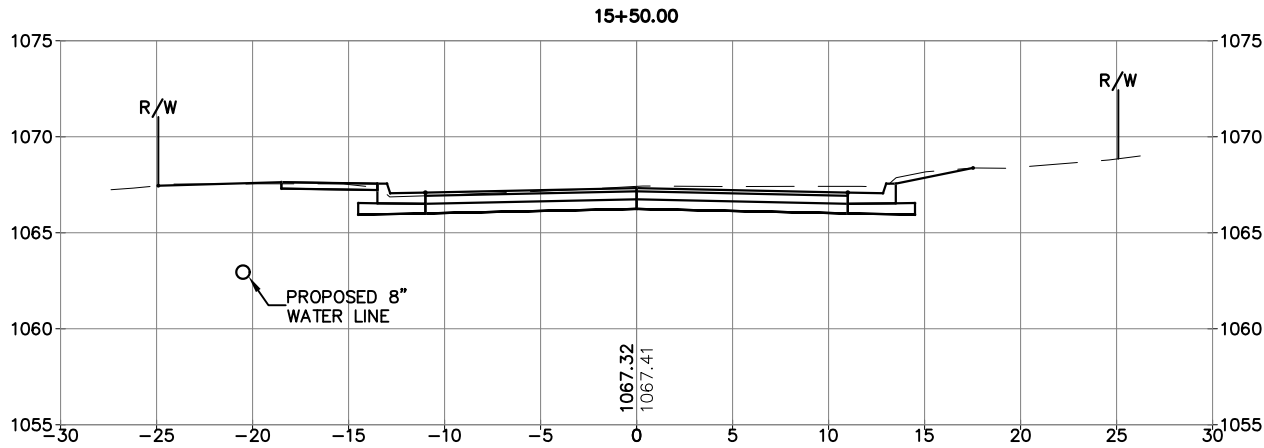
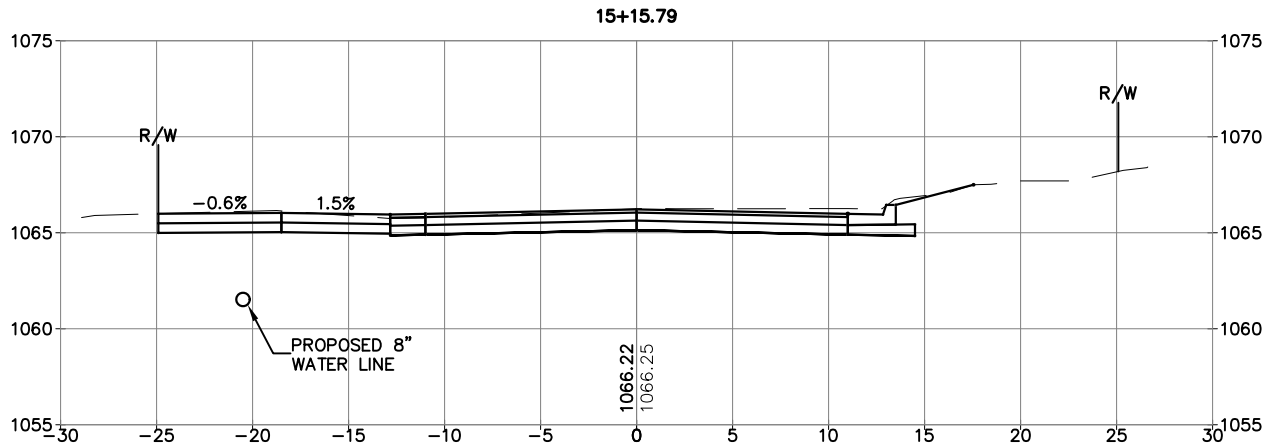
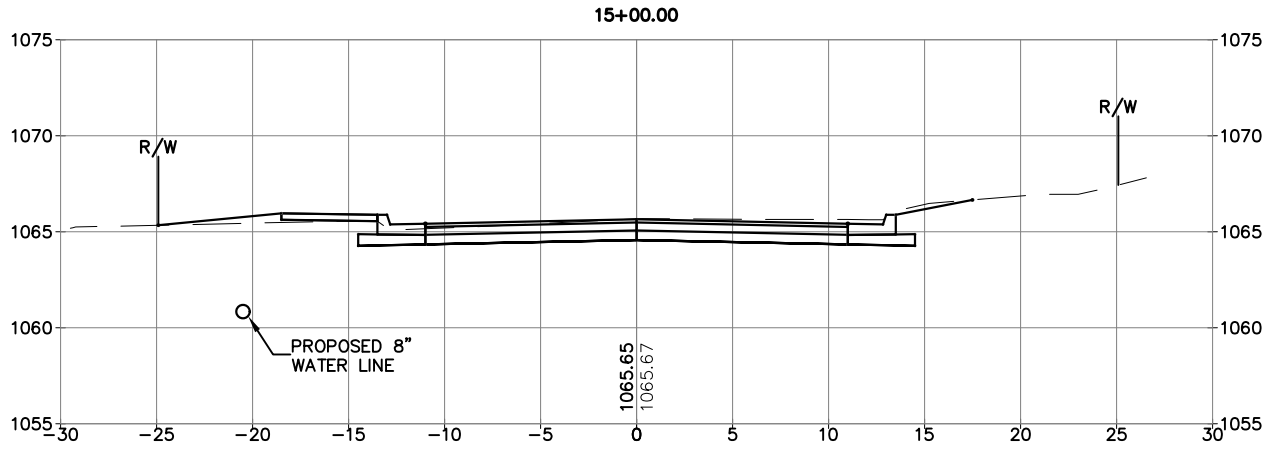
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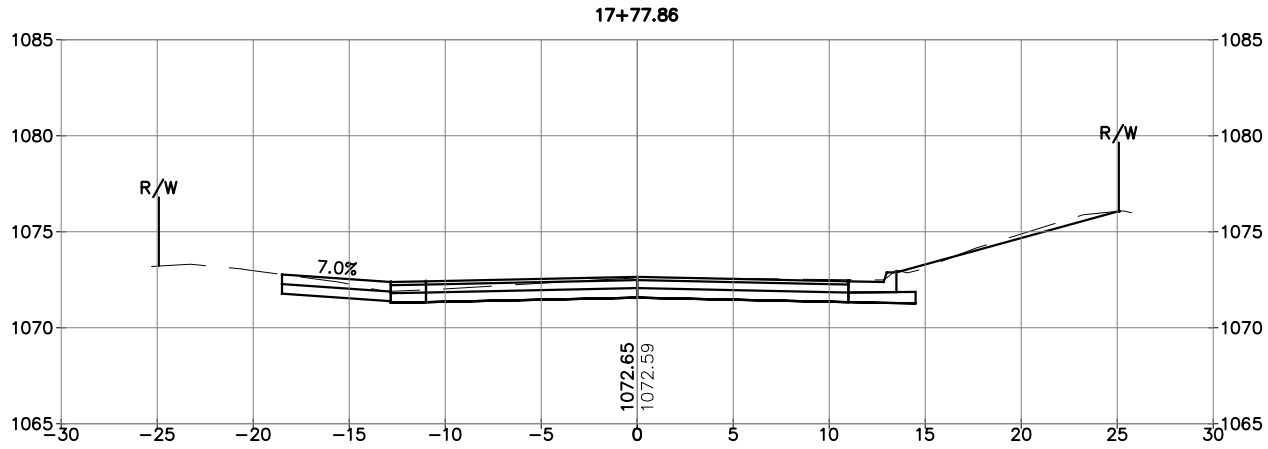
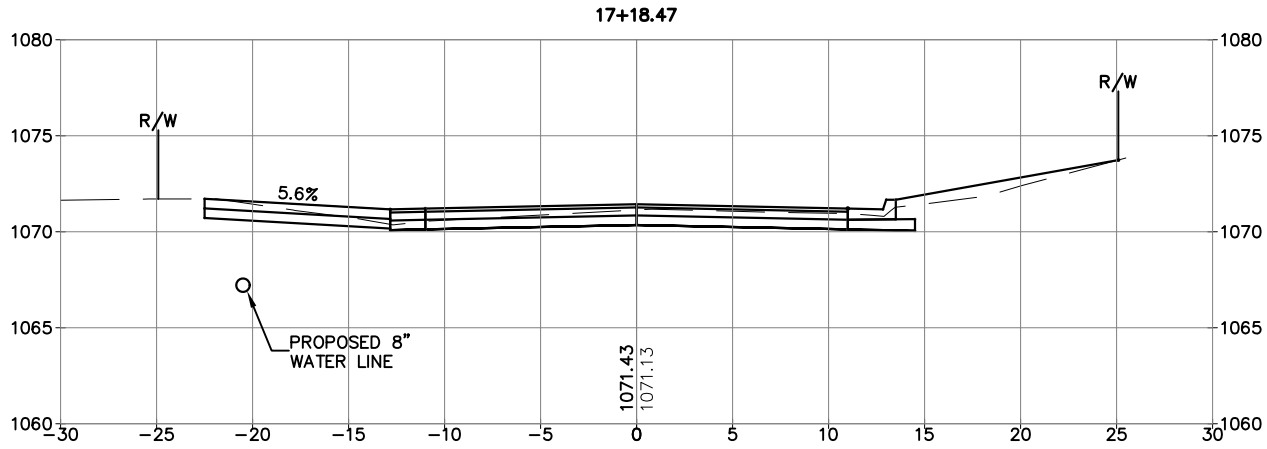
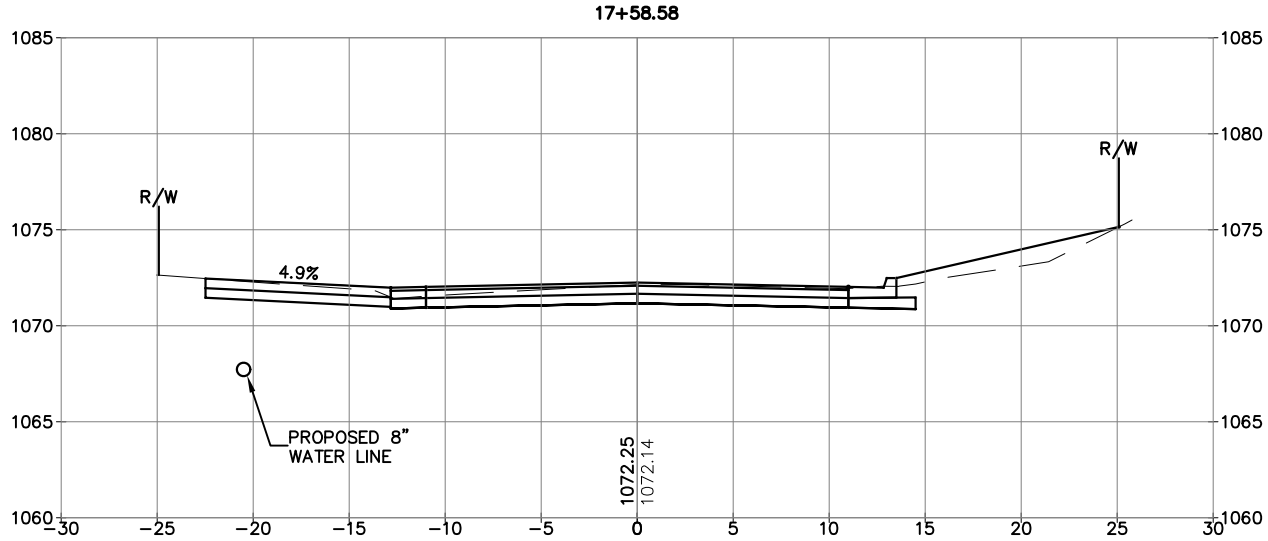
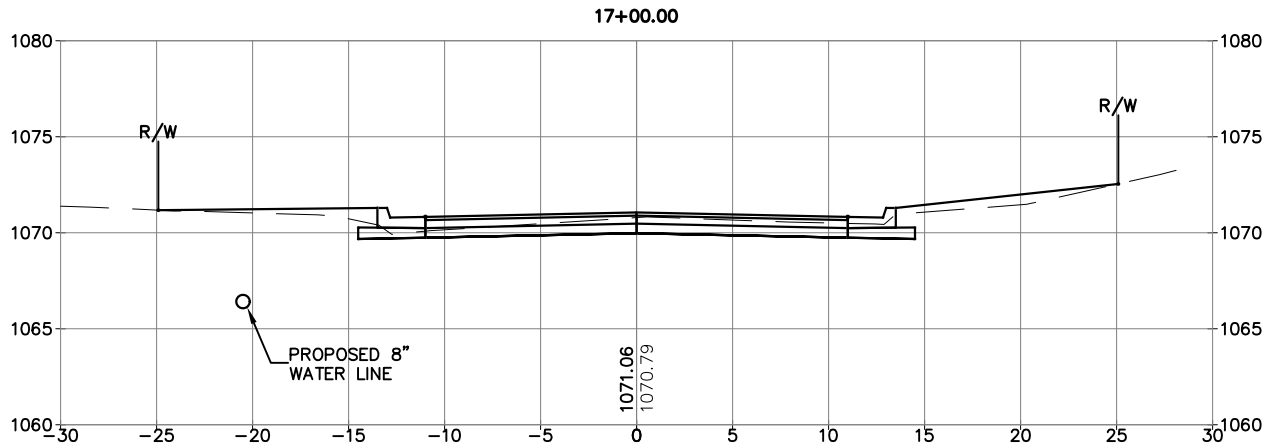
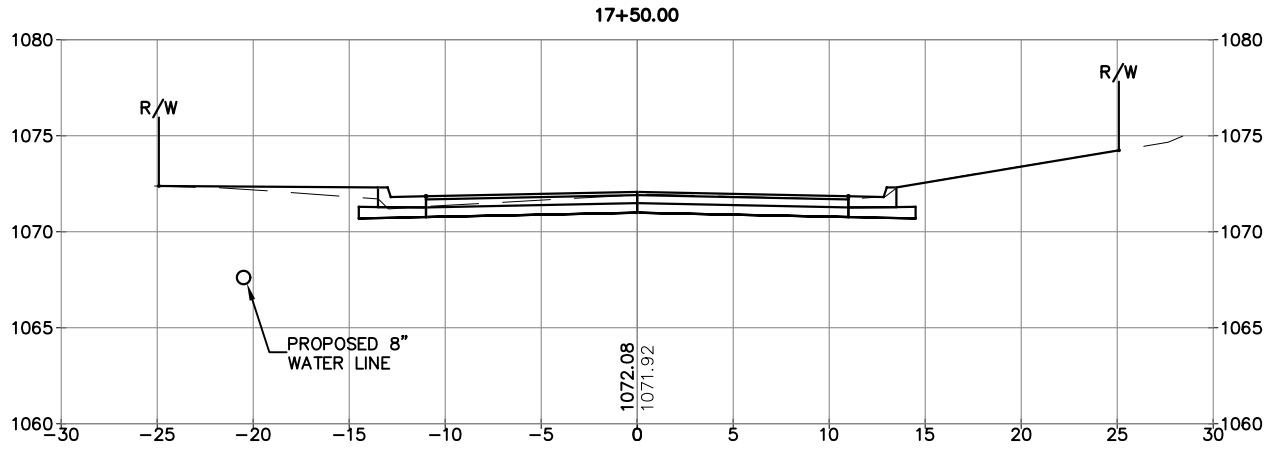
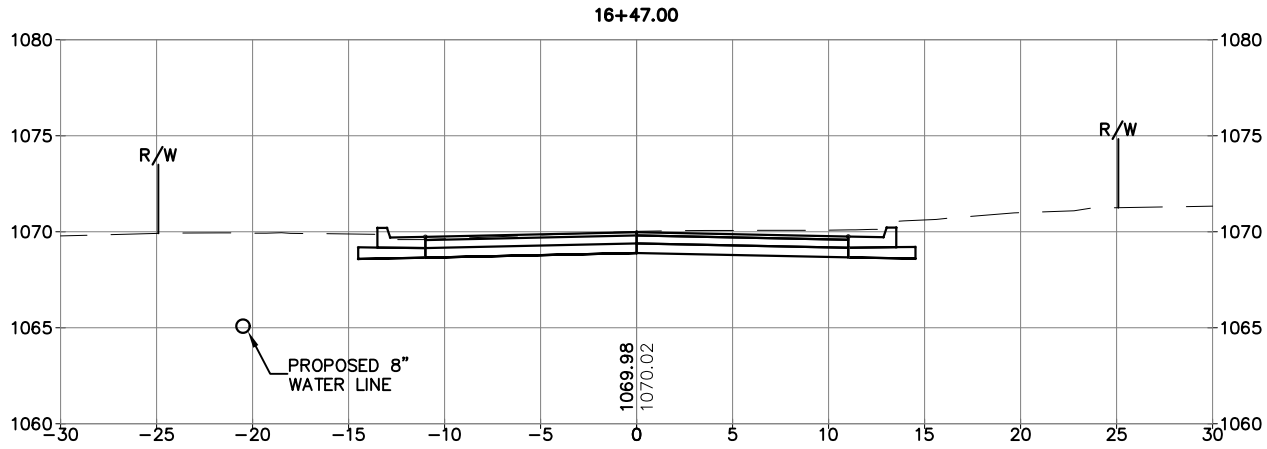
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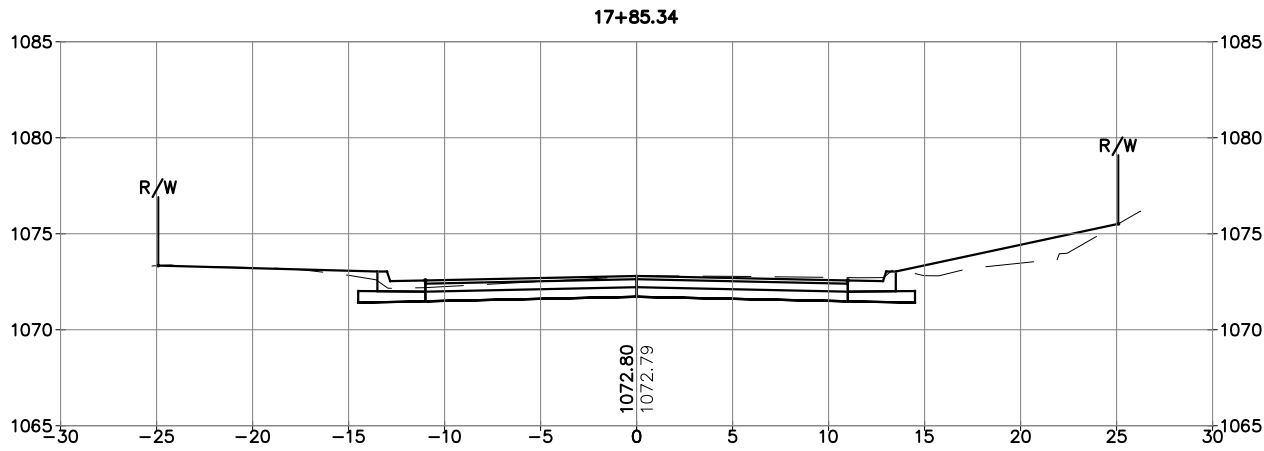
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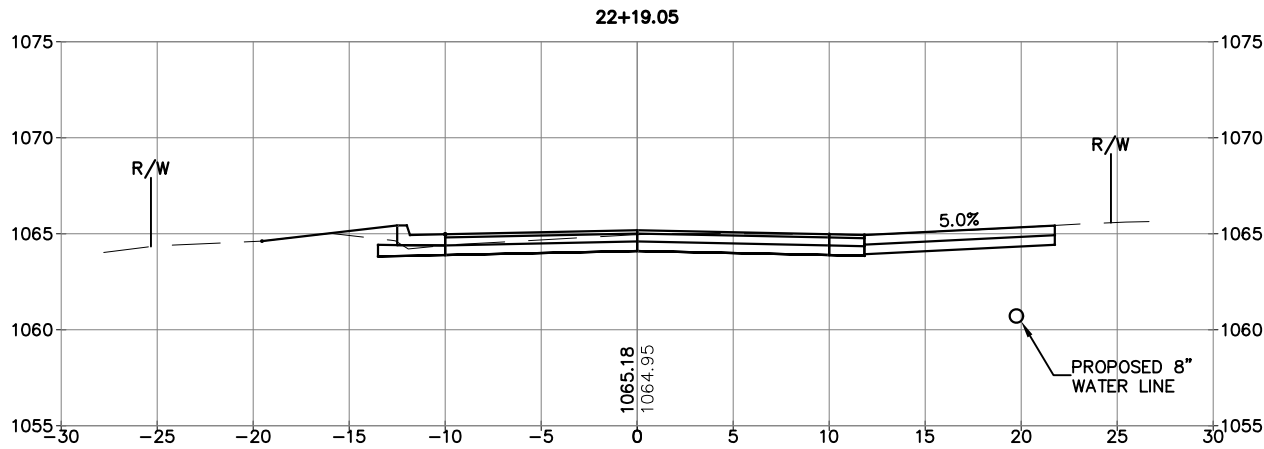
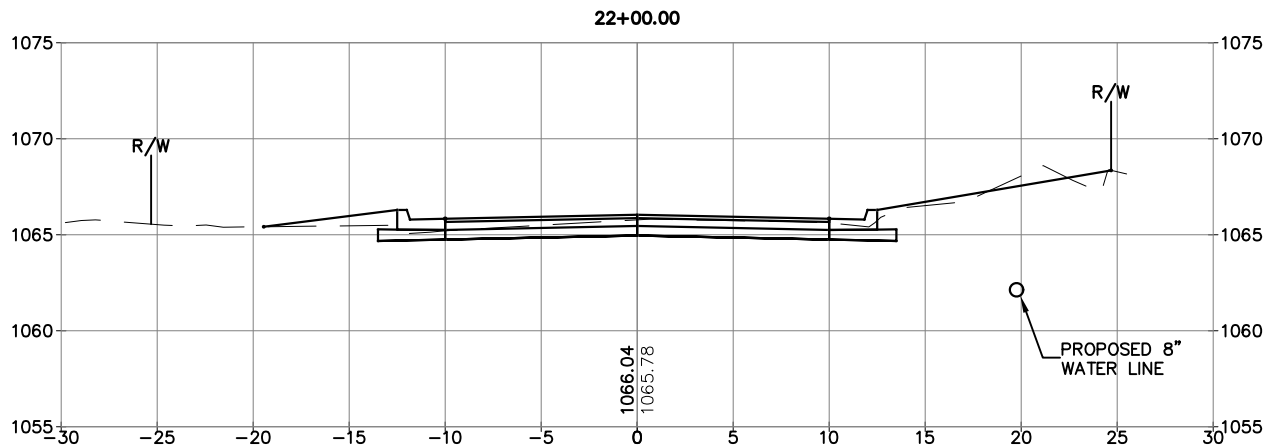
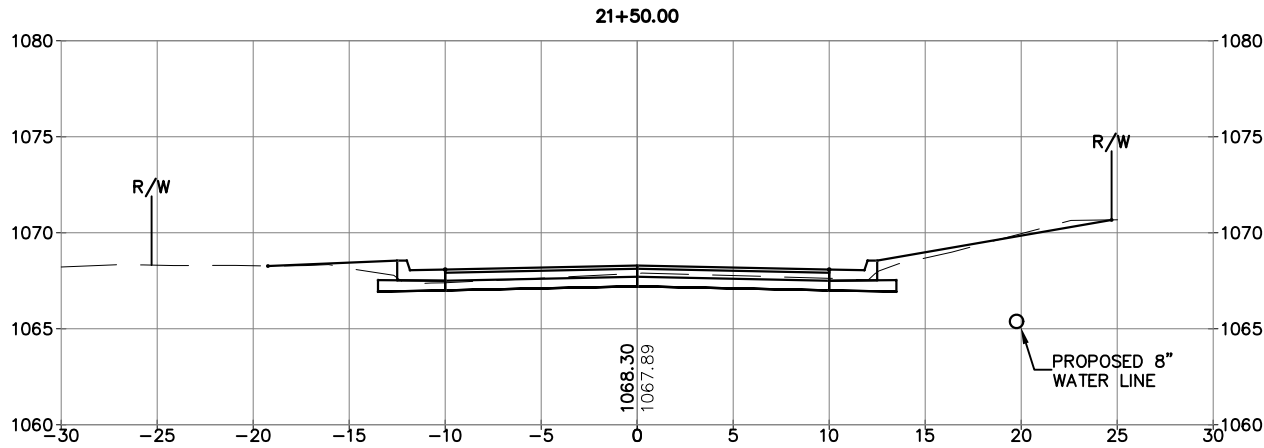
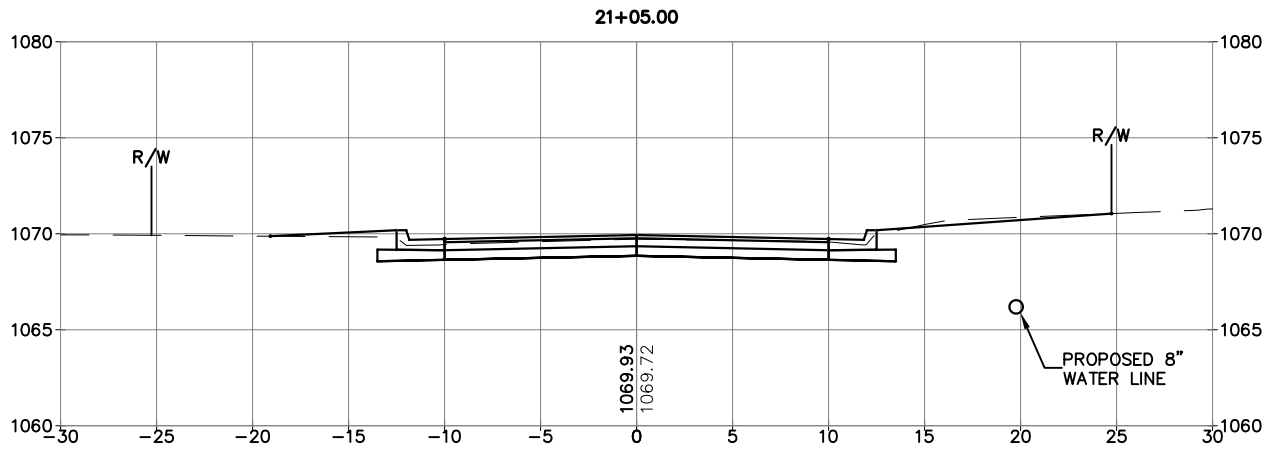
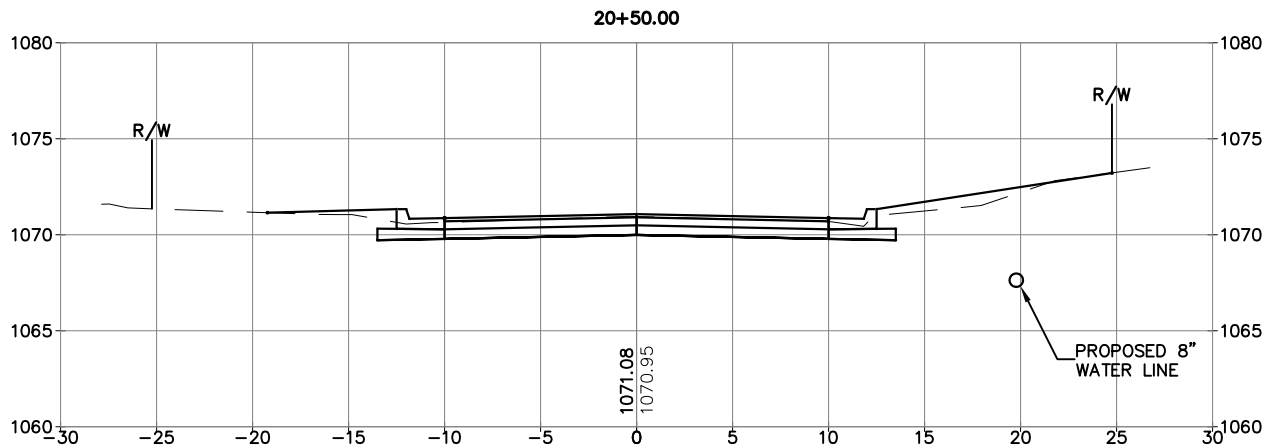
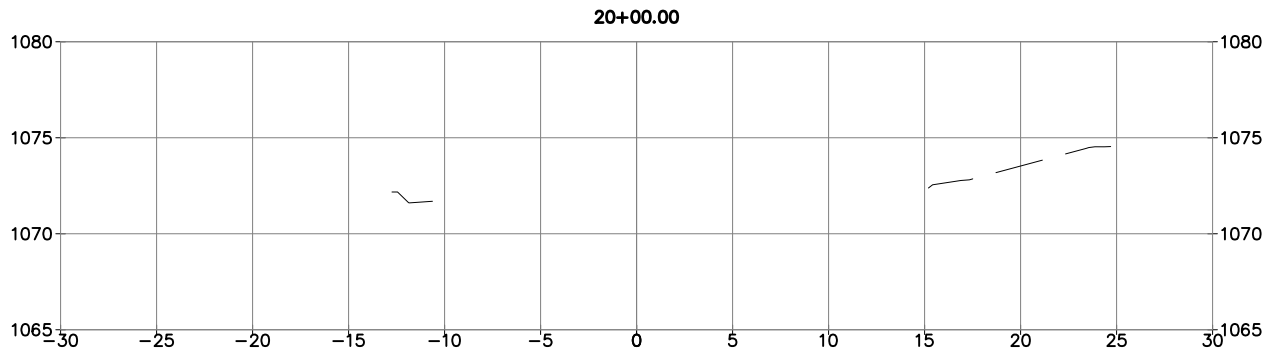
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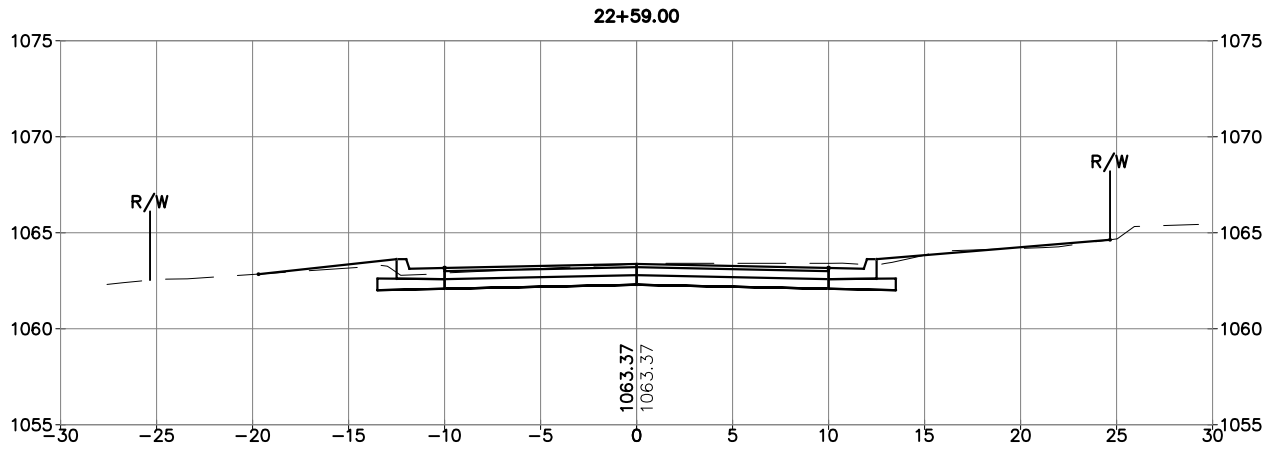
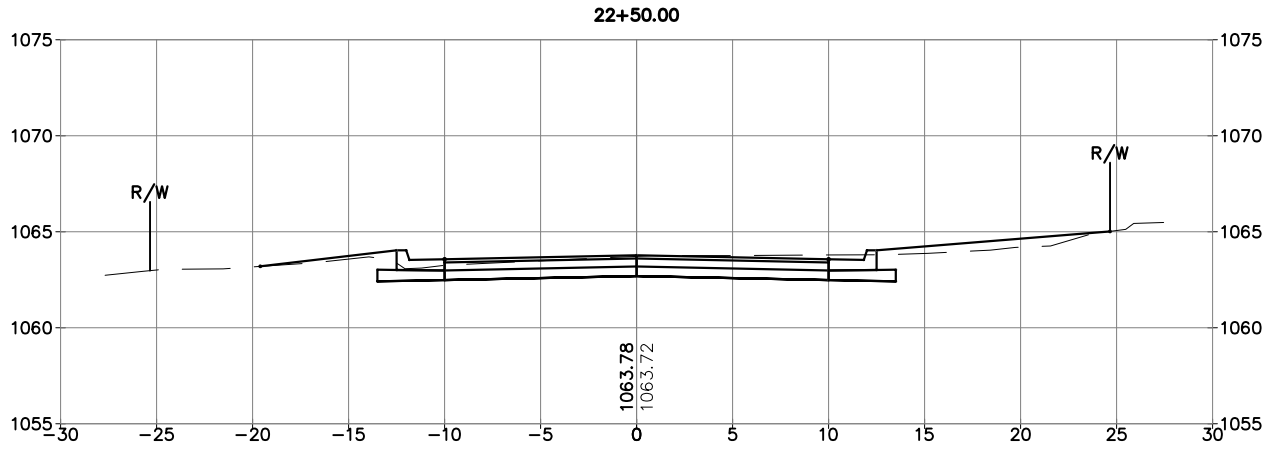
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Specifications

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

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* Items to be submitted completed with bid.

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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

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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 _____, _____.

	(_____
	(PRINCIPAL
_____	(
WITNESS AS TO PRINCIPAL	(BY: _____

	(_____
	(SURETY
_____	(
WITNESS AS TO 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

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§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

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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
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1.3 SUBMITTALS: Refer to Section 01300 - Submittals. Include the following:

- A. Methods - Submit the proposed sheeting and shoring methods to be employed by the Contractor.
- B. Samples - Test sample of granular bedding material.

1.4 SURFACE IMPROVEMENTS: Protect from damage or restore to their original condition all surface improvements encountered during trenching or construction. Improvements shall include but not be limited to surfacing, sidewalks, curbs, valley gutters, trees and shrubs, other surface vegetation, driveways, mailboxes, utilities, signs and fencing.

1.5 UNDERGROUND OBSTRUCTIONS: Protect from damage any underground pipes, utilities or structures encountered during construction. Restore any damaged underground utilities to their original condition at no additional expense to the Owner unless evidence of other arrangements satisfactory to all parties is presented to the Owner.

- A. Before commencing work, obtain information concerning location, type, and extent of concealed existing utilities on the site and adjacent properties. Consult records and personnel of local utility companies, municipal utility departments, and Telephone Company. File Notice of Excavation with these agencies at least 48 hours prior to commencing work.
- B. Underground obstructions known to the Engineer, except service lines are shown on the drawings or otherwise referred to in the specifications. The locations shown may prove to be inaccurate and other obstructions not shown may be encountered. In any case, it shall be the responsibility of the Contractor to protect or restore all underground obstructions encountered.

1.6 SHEETING, SHORING AND BRACING: Except where trench banks are cut back on a stable slope, provide and maintain all sheeting and shoring necessary to protect adjoining grades and structures from caving, sliding, erosion or other damage. Protect against bodily injury in accordance with applicable codes and governing authorities.

- A. Do not remove any sheeting unless the pipe strength is sufficient to support the trench loads based on trench width measured to the back of sheeting. Remove sheeting and shoring gradually as excavations are backfilled to protect the construction and other structures, utilities or property. Do not attempt removal of sheeting in one operation after backfilling is complete.

1.7 BLASTING: No blasting will be permitted without written consent by the Owner.

1.8 DRAINAGE: Maintain the excavations and site free from water throughout the work. Remove any water encountered in the trench to provide firm sub-grade, to permit joints to be made dry at the final grade and to prevent entrance of water into the pipeline. Excavation shall be kept dry during subgrade preparation and continually until thereafter until the structure or pipe line is installed and backfilled so that no damage from hydrostatic pressure or flotation will result. Backfill shall be placed to a height above the pipe or around a structure to ensure a safety factor of 2.5 against flotation before dewatering activities are terminated.

All excavations for structures or trenches, which extend to or below groundwater shall be dewatered by lowering and keeping the groundwater level to a minimum of 12" below the low point of the excavation.

The contractor shall divert surface water from entering the excavations or trenches, without causing damage to adjacent property.

Contractor shall be responsible for obtaining the approval of agencies and authorities by acquiring the necessary discharge permits to remove and dispose of groundwater or surface water.

Accomplish dewatering by the use of sumps and gravel blankets, well points, or drain lines.

1.9 INTERRUPTION OF SERVICE: Coordinate interruptions of utility services with the Owner through the Engineer. Make connections to the existing system requiring the interruption of service during the time (weekends, nights or holidays) designated by the Owner.

- A. Obtain permission to cut and replace existing service lines to facilitate trenching. Notify affected users two hours in advance of, and restore service within four hours after any interruption. Repair all lines at no additional expense to the Owner.
- B. No valve or other control on the existing system shall be operated for any purpose by the Contractor. The Owner will operate all valves, hydrants, blow-offs and curb stops.

1.10 SEQUENCING: Pipeline installation shall follow trench excavation within one city block. Trench backfill shall follow pipe installation within one city block. Cleanup shall follow trench excavation within 500 lineal feet.

1.11 CONSTRUCTION IN STREETS: When construction operations are located within streets, make provisions at cross streets and walks for free passage of vehicles and pedestrians by bridging or other approved methods. Do not block streets, walks or driveway without prior approval by the Owner.

1.12 CLASSIFICATION OF EXCAVATED MATERIALS: No classification of excavated materials will be made. Perform excavation of every description and of whatever substance encountered to the depths indicated or as otherwise specified. All excavated material, which is unsuitable or not needed for backfill, shall be wasted or disposed of. It shall be the Contractor's responsibility to provide areas to deposit waste material and rock. The cost of disposing of waste materials from Utility Trenching shall be included in the unit price for pipes.

1.13 TRENCH MAINTENANCE: Maintain all trench backfill and resurfacing thereon for a period of one year after final acceptance by the Owner.

1.14 STABILIZATION: Sub-grades for structures or trench bottoms shall be firm, dense and thoroughly compacted. The material shall be free of mud and muck. The workers shall be able to stand and walk without sinking into the subgrade.

Unstable sub-grade shall be reinforced by over-excavation and replacing the unstable material with crushed rock or gravel. The material shall be placed and compacted in lifts, with no voids. Backfill trench to proper grade with granular material and compact to 95% of maximum density.

PART 2 - PRODUCTS

2.1 BACKFILL MATERIALS:

- A. Concrete - 3,000 psi concrete as specified in Section 03300 -Cast-In-Place Concrete.
- B. Granular Material - 1½" Crusher Run

- C. Fine Granular Material - Natural or manufactured sand meeting the requirements of ODOT Section 701.05, gradation for fine aggregate (3/8" to No. 200).
- D. On Site Material – Excavated material may be used for compacted backfill when the material is finely graded, free from debris, organic material, cinders, corrosive material and stoned larger than 3" in any dimension. Each layer of material shall have the best moisture content for satisfactory compaction. Material that is wet or saturated shall be dried and thoroughly mixed to ensure uniform moisture content and adequate compaction before it is placed. Material that is unsuitable shall be disposed of by the contractor at no additional expense.
- E. Select Backfill - Selected soil free from rocks, clods and stones greater than 1-1/2" in any dimension.
 - 1. Upper Portion of Trench - Material placed within one foot of pavement sub-grade or the finished surface in unpaved areas shall be free from rocks and stones larger than 2-1/2" in any dimension.
 - 2. Remainder of Trench - Soil may contain a limited number of stones smaller than 3" in any dimension, provided they are dispersed in the surrounding material in a manner to allow specified compaction.
- F. Class 'A' bedding for pipe – Granular Material meeting the requirements of ODOT Section 701.06, Coarse Aggregate No. 57.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Field Measurements - before commencing work, locate all initial base lines as required by the Contract Documents.
- B. Pavement and Curb and Gutter Removal - before trenching begins remove any pavement, curbs, gutters, sidewalks, and driveways necessary to install the utility. All pavement, curbs, gutters, sidewalks and driveways shall be removed to the nearest construction joint using saw cutting methods with neat straight lines and edges.
- C. Clearing - Remove all stumps, roots, brush, other vegetation and debris from areas that will be disturbed by the construction operations. Legally dispose of all cleared materials at public or private dumping areas, off the owner's property.
- D. Top soiling - Strip existing topsoil from areas to be disturbed by construction operations. Stockpile in areas designated by the Engineer. Keep topsoil segregated from non-organic trench excavation materials and debris.

3.2 EXCAVATING:

- A. Trenching - Excavate trenches by open cut except where boring and jacking is indicated on the drawings. Conform to sheeting, shoring and bracing requirements of regulating agency or ruling authority.
- B. Stockpiling Excavated Material - Stockpile suitable material for backfilling a minimum of four feet from banks of the trench to avoid overloading and to prevent slides or cave-ins. Remove waste off the site. Excavated materials not suitable or not required for backfilling shall be removed and disposed of by the Contractor. The Contractor shall not place any waste material in a designated floodplain unless they receive a permit from the proper authority.
- C. Excavation to Grade - Accurately grade trench bottoms to provide uniform bearing and support for each section of pipe on undisturbed soil at every point along its entire length, except portions of pipe sections where it is necessary to excavate for bell holes and for proper sealing of pipe joints.
- D. Bell Holes - Dig bell holes and depressions for joints after trench bottom has been graded. Bell holes and depressions shall be only of such length, depth, and width as required for properly making the particular type of joint. No part of the bell or coupling shall come in contact with the trench wall or bottom.
- E. Pipe Clearance in Rocks - Where rock excavation is necessary, over excavate the trench bottom a minimum of 6" below the bottom of the pipe for pipe 24" in diameter or less and 12" for pipe larger than 24". Backfill the over excavated area with concrete or granular material. Compact granular material to 98% of standard density under paving.
- F. Limiting Trench Widths - Excavate trenches to provide adequate working space and pipe clearances for proper pipe installation, jointing and embedment. The maximum allowable trench width used in computing pipe-bedding quantities shall be as shown in Table 1 in the plans. Trench widths in excess of these widths shall be backfilled per the typical trench detail shown in the plans.
- H. Excavation for Appurtenances - Make excavations for manholes, vaults and similar structures sufficient to leave at least 12" clear space between outer surface of structure and the bank shoring material that may be used to hold and protect the banks.
- I. Unauthorized Excavation - If any areas are inadvertently over excavated, backfill such over excavation with concrete or granular material. Compact granular material to 95% of maximum density. If the maximum trench width is exceeded, provide concrete encasement or a higher strength of pipe at no additional expense to the Owner.

3.3 PLACING EMBEDMENT MATERIAL: Place granular pipe bedding and select material to a cover depth of one foot by hand to prevent damage or displacement of the pipe.

3.4 TRENCH BACKFILLING AND COMPACTING: Refer to the Standard Detail Sheet for pipe bedding requirements. Deposit material in layers of a thickness required to achieve the compaction specified below. Maintain moisture content of material within $\pm 1\frac{1}{2}\%$ of optimum condition.

- A. State Highways - 100% of maximum density for paved areas and shoulder slopes, 95% of maximum density for all other areas.
- B. Paved Roadways and Paved Driveways – Class ‘A’ backfill around pipe and 1 ½” crushed run from 4” above pipe to base of paving, compacted to 98% of modified proctor density.
- C. Shoulders and Sidewalks : -Top foot: 98% of modified proctor density, remainder of trench: 95% of modified proctor density.
- C. Unpaved Areas - Top Foot: 90% of maximum density; remainder of trench: 85% of modified proctor density.

3.5 METHOD OF COMPACTION:

- A. Mechanically compact trench backfill by means of tamping rollers, sheep foot rollers, pneumatic tire rollers, vibrating rollers or other mechanical tampers.
- B. Compaction by jetting will not be permitted for state highways, paved roadways, gravel roadways, structural foundations, or any other structures and improvements which sustain design loading relative to public health and safety.

3.6 FIELD QUALITY CONTROL:

- A. Density Testing and Control - Refer to Division 1 - Quality Control, for responsibilities.

3.7 SURFACE RESTORATION:

- A. Final Grading - Grade all areas disturbed by the construction operations after completion of backfilling and compacting. Areas that are to receive pavements, surfacing, topsoil, seeding or landscaping shall be graded as specified or shown on the drawings. Grade all other areas to match the existing ground line.
- B. Top Soil - Replace suitable topsoil to depth of stripping over all areas disturbed by construction that do not receive other surface treatment. Do not compact topsoil during stripping, stockpiling or placing.

END OF SECTION

SECTION 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



Regular Board of Commissioners

15.

Meeting Date: 05/17/2021

Sales Tax and Budget Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax Report

Budget Report



Date: May 17, 2021
To: Honorable Mayor and City Commissioners
From: Ashley Neel, CPA, Finance Director and City Treasurer
Subject: May Sales and Use Tax Deposit

Sales and Use Tax Collections: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in May consist of April estimates and March final reported collections. Any taxes collected for months prior to March will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

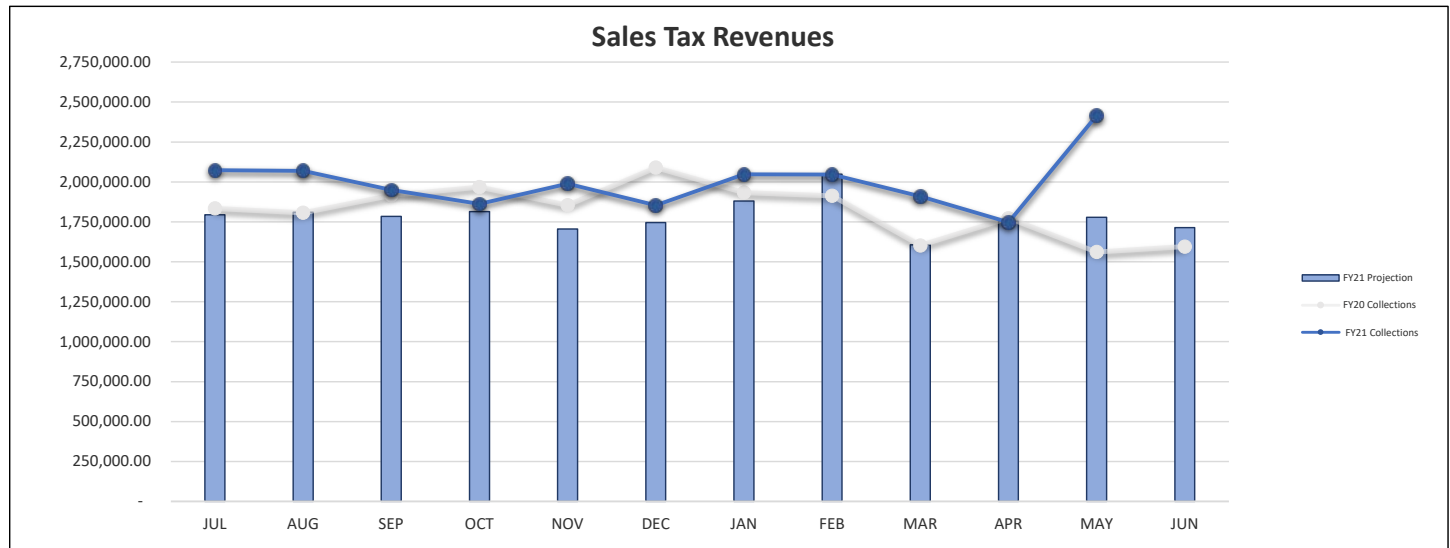
The May sales tax deposit was \$2,415,162.07, including interest of \$1,256.61, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,380,092.61
2018 Capital Improvements Fund	345,023.15
Capital Improvements Fund	267,392.95
Street Improvements Fund	301,895.26
Economic Development Fund	34,502.32
Police Sales Tax Fund	43,127.89
Fire Sales Tax Fund	<u>43,127.89</u>
Total Sales Taxes Collected	<u><u>\$ 2,415,162.07</u></u>

Finance Department Report:

Sales and use tax collections totaled \$2,675,853.18 for May 2021. It should be noted the current sales tax estimate for FY 20-21 is based on a 3% reduction compared to the prior year budget. For the year, sales tax collections are up \$2,243,407 or 11.38%, over the projected budget year-to-date. Use tax collections are up approximately \$23,583, or 1.03%, over the projected budget year-to-date.

Fiscal Year 2021 Sales Tax Collections and Performance:

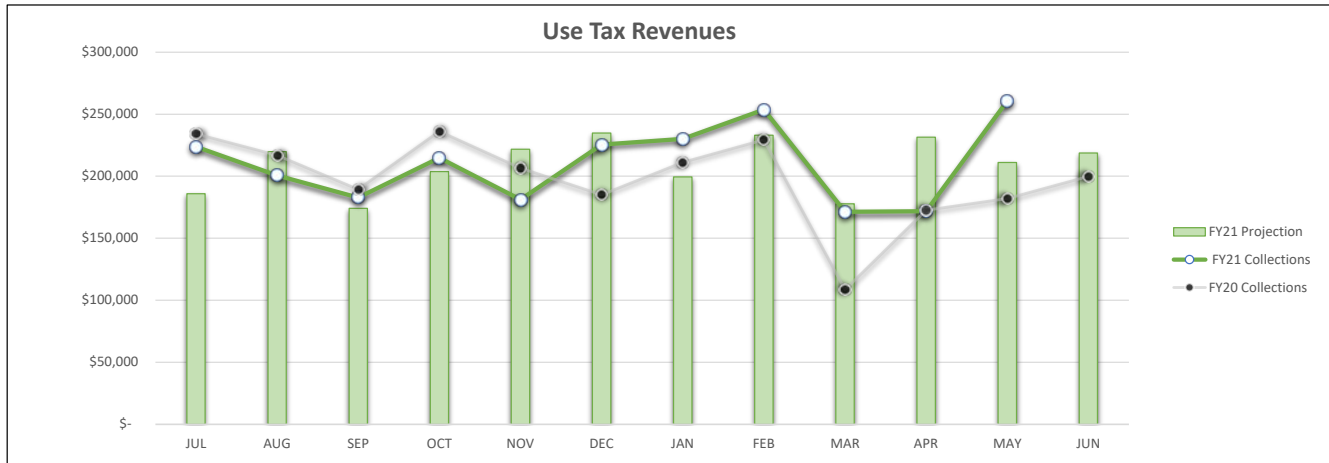


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (May 2021):	\$ 1,778,414	\$ 2,415,162	\$ 636,748	35.80%
Sales Tax Receipts (year-to-date):	\$ 19,721,324	\$ 21,964,731	\$ 2,243,407	11.38%

	May 2021	May 2020	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,415,162	\$ 1,561,504	\$ 853,658	54.67%

	Year To Date FY 2021	Year To Date FY 2020	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 21,964,731	\$ 20,250,348	\$ 1,714,383	8.47%

Fiscal Year 2021 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (May 2021):	\$ 211,005	\$ 260,691	\$ 49,686	23.55%
Use Tax Receipts (year-to-date):	\$ 2,292,396	\$ 2,315,979	\$ 23,583	1.03%

	May 2021	May 2020	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 260,691	\$ 181,943	\$ 78,748	43.28%

	Year To Date FY 2021	Year To Date FY 2020	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 2,315,979	\$ 2,171,774	\$ 144,205	6.64%



May 12, 2021

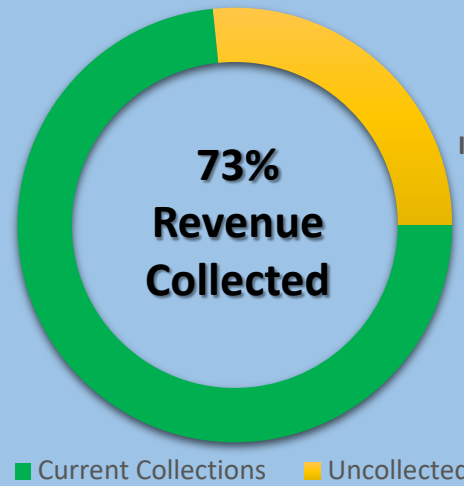
Prepared by Shawnee Finance Department

April 2021 Budget Report

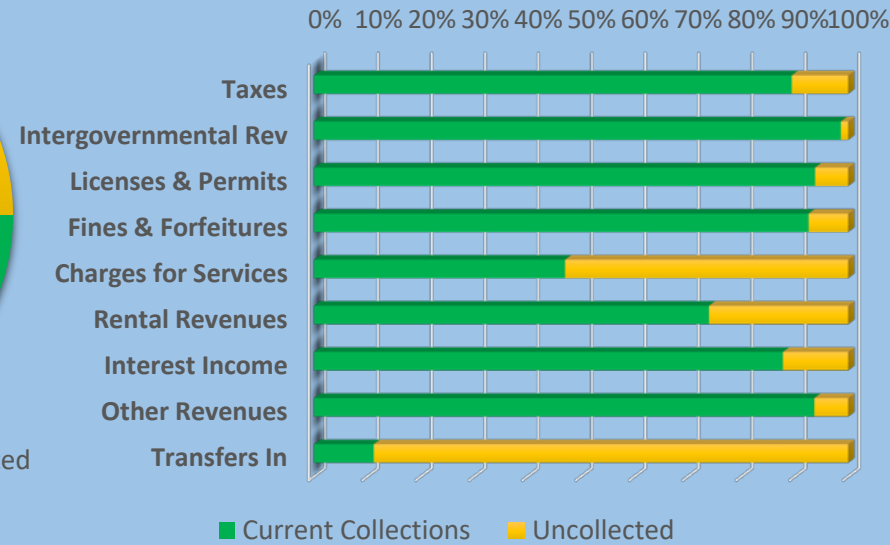
General Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	19,865,710.75
Expenditures:	18,855,174.05
Difference	1,010,536.70

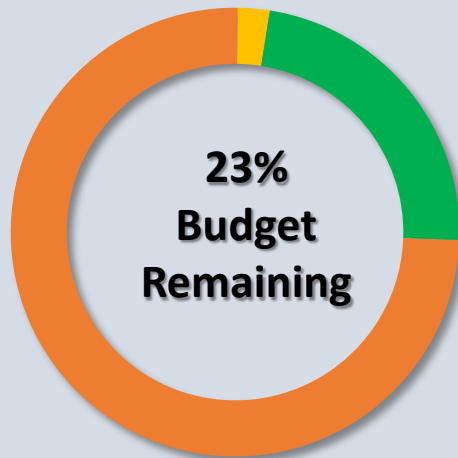
Revenues:



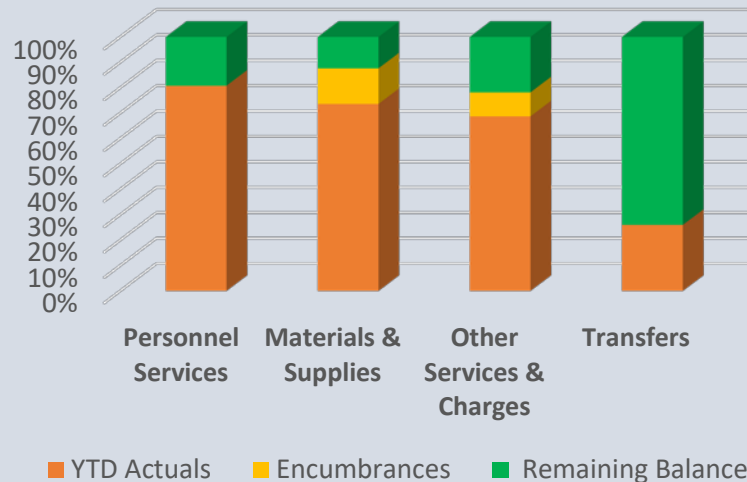
Revenue by Source



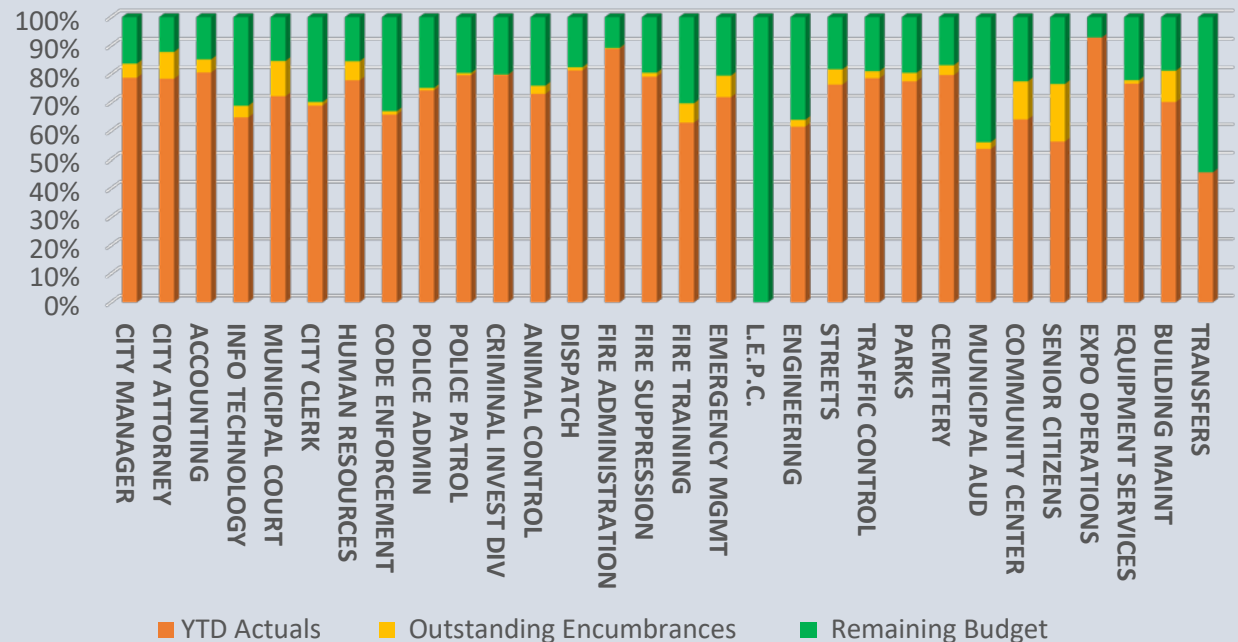
Expenditures:



Breakdown by Account Group



Breakdown by Department



Street & Alley Fund

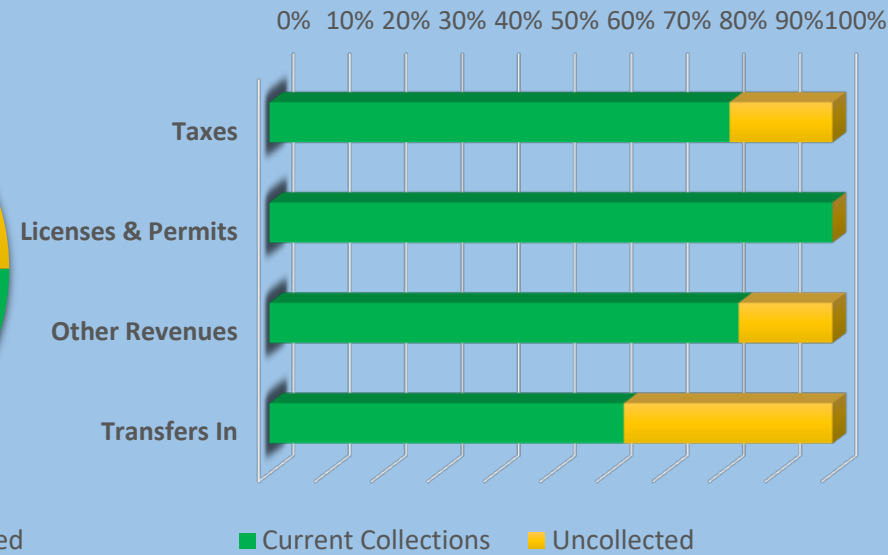
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	334,085.86
Expenditures:	324,764.64
Difference	9,321.22

Revenues:

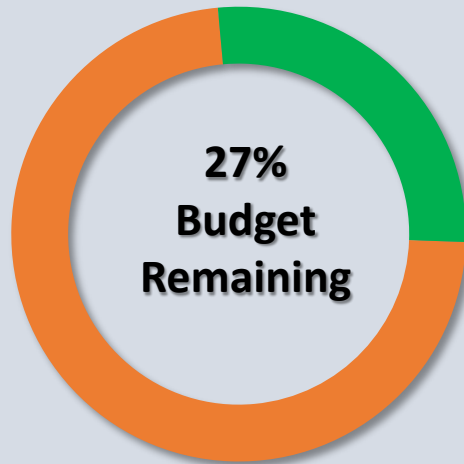


■ Current Collections ■ Uncollected

Revenue by Source

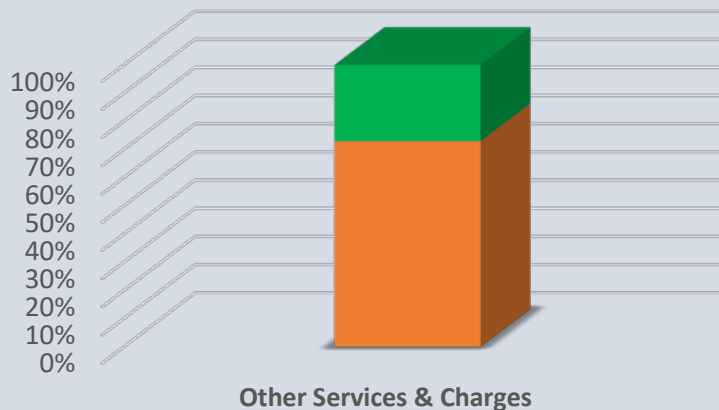


Expenditures:



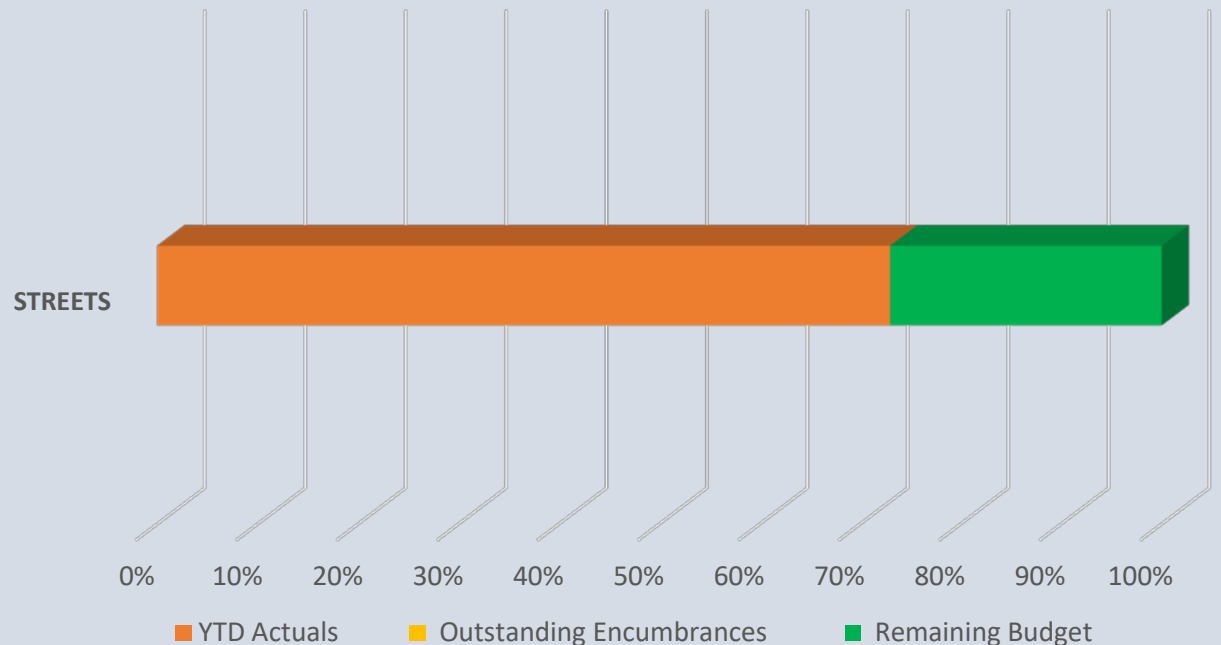
■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



■ YTD Actuals ■ Encumbrances ■ Remaining Balance

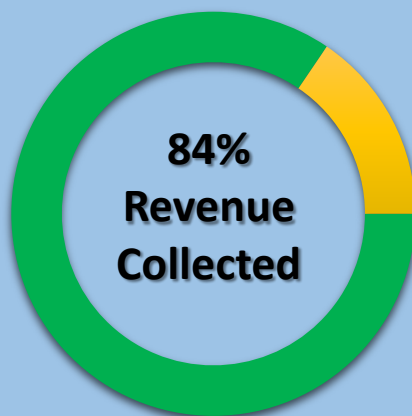
Breakdown by Department



E-911 Fund

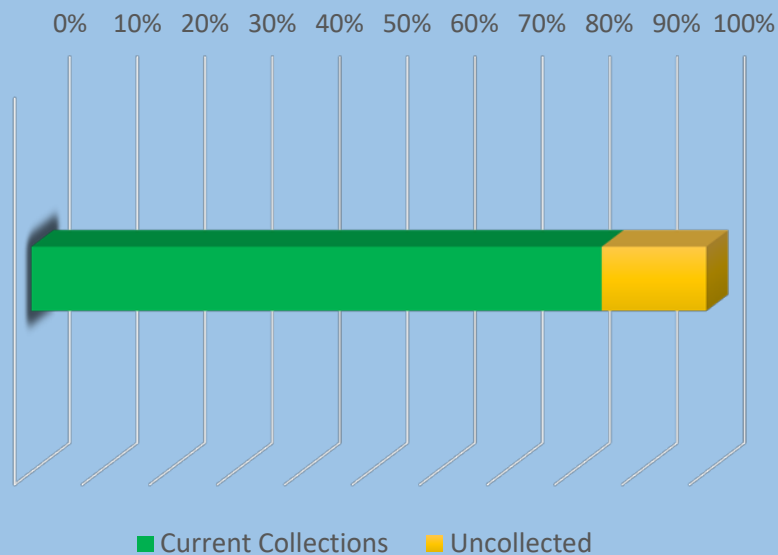
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	236,563.00
Expenditures:	187,065.54
Difference	49,497.46

Revenues:

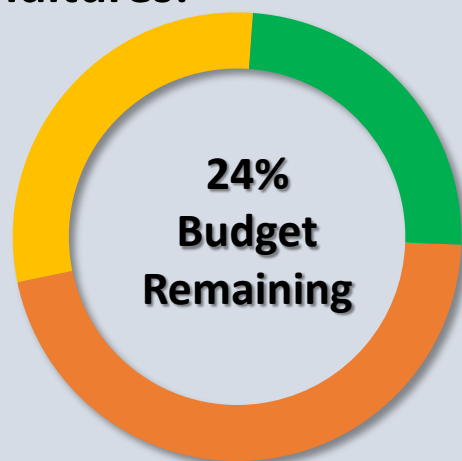


■ Current Collections ■ Uncollected

Revenue by Source

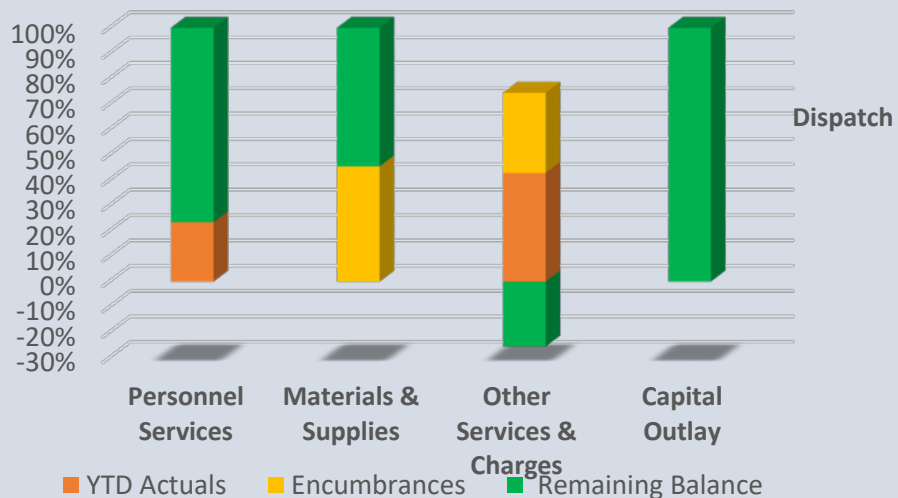


Expenditures:

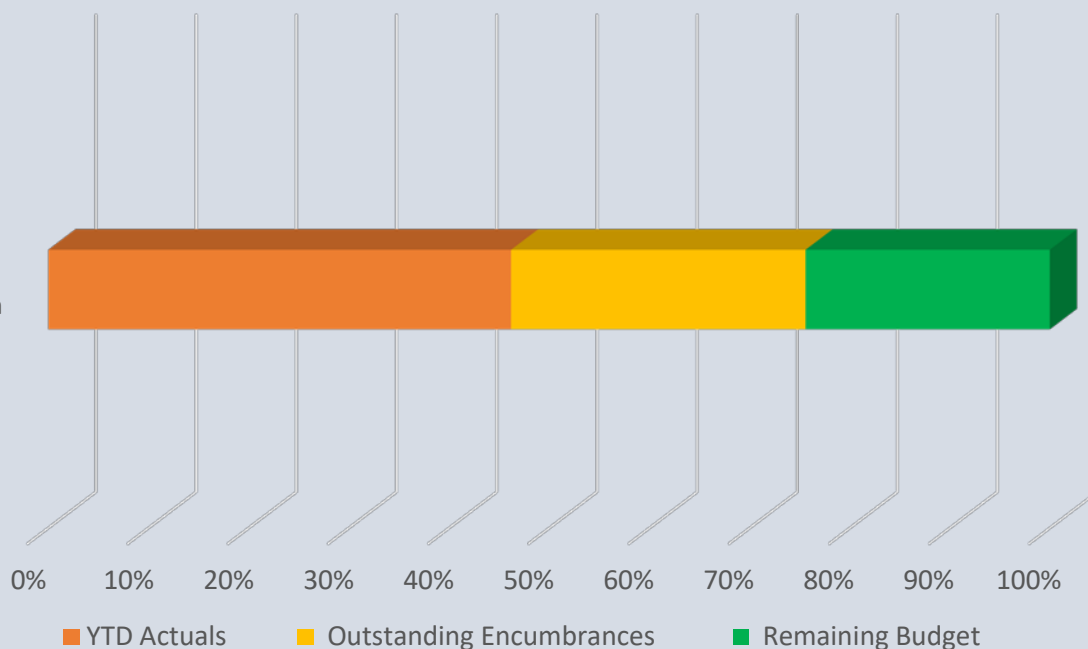


■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



Breakdown by Department



Revolving Oil & Gas Fund

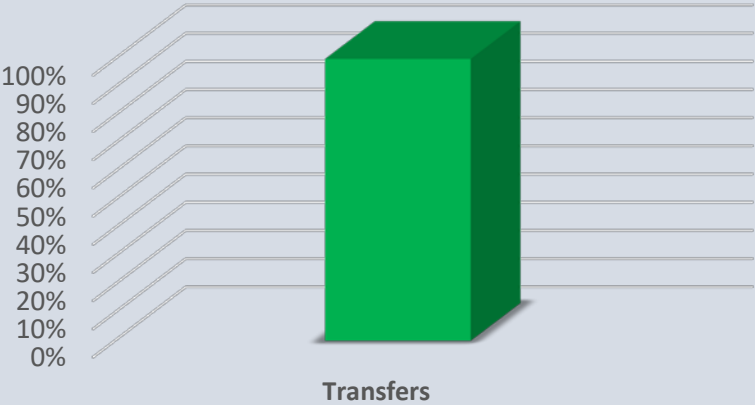
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	1,750.00
Expenditures:	0.00
Difference	1,750.00

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



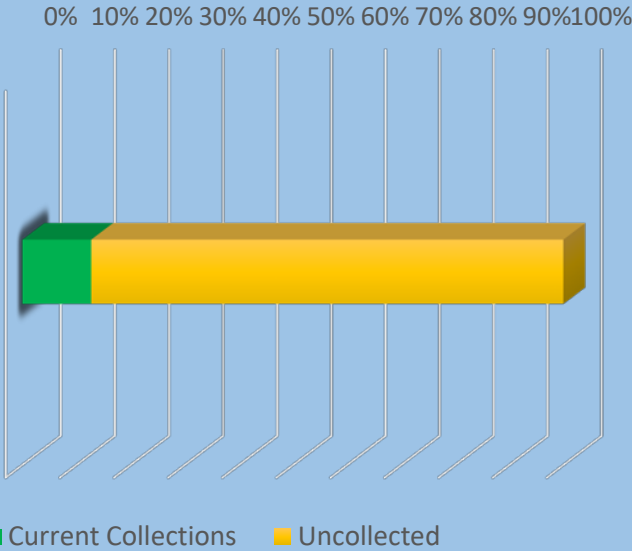
YTD Actuals Encumbrances Remaining Balance

Revenues:

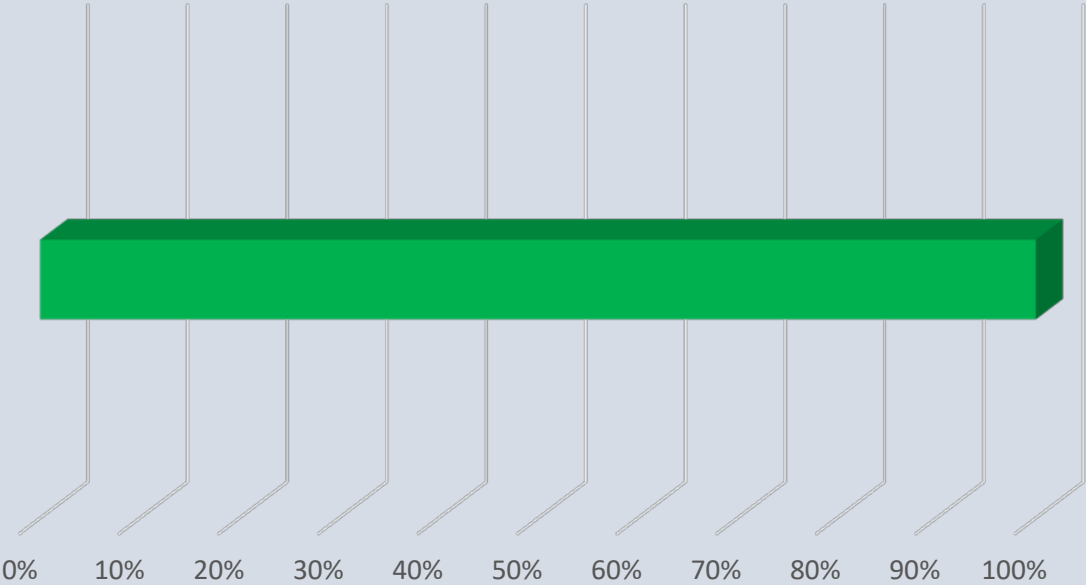


Current Collections Uncollected

Revenue by Source



Breakdown by Department

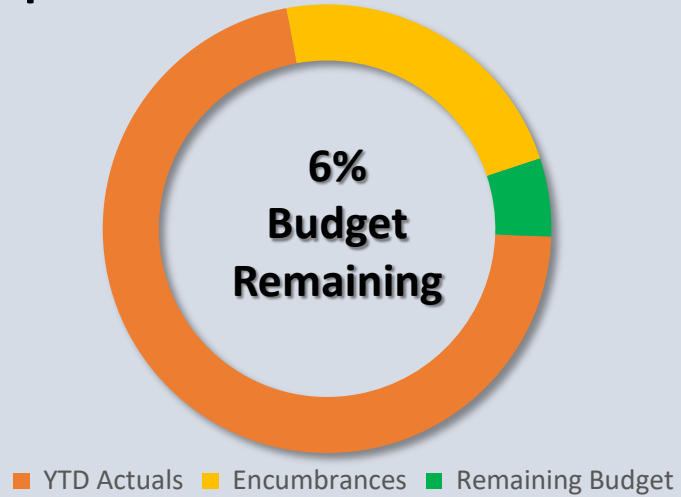


YTD Actuals Outstanding Encumbrances Remaining Budget

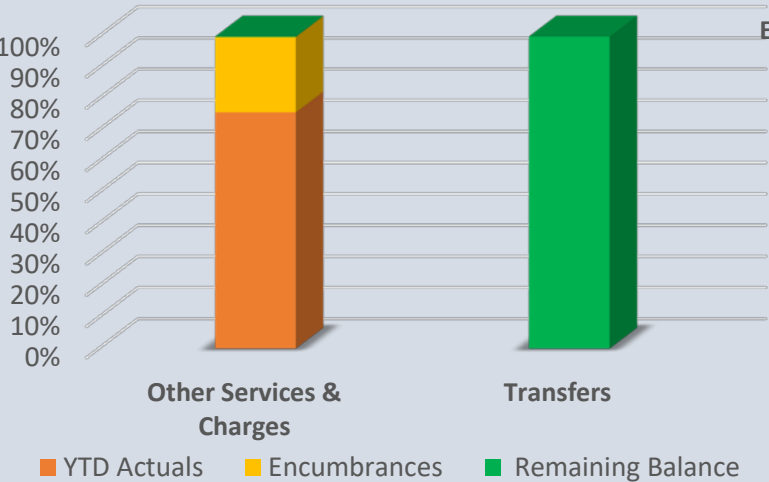
Economic Development Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	279,279.61
Expenditures:	195,130.63
Difference	84,148.98

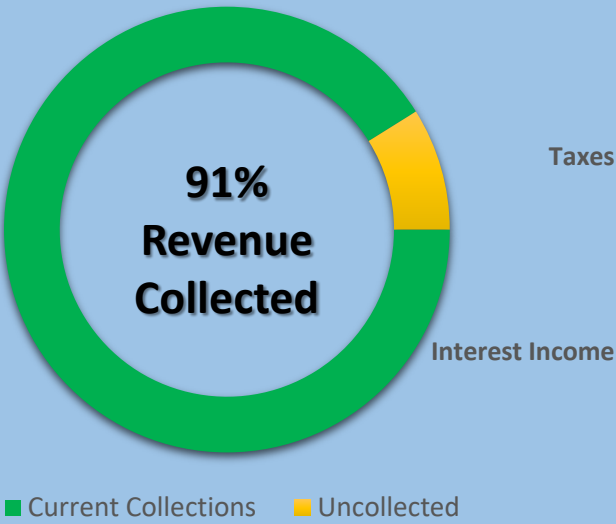
Expenditures:



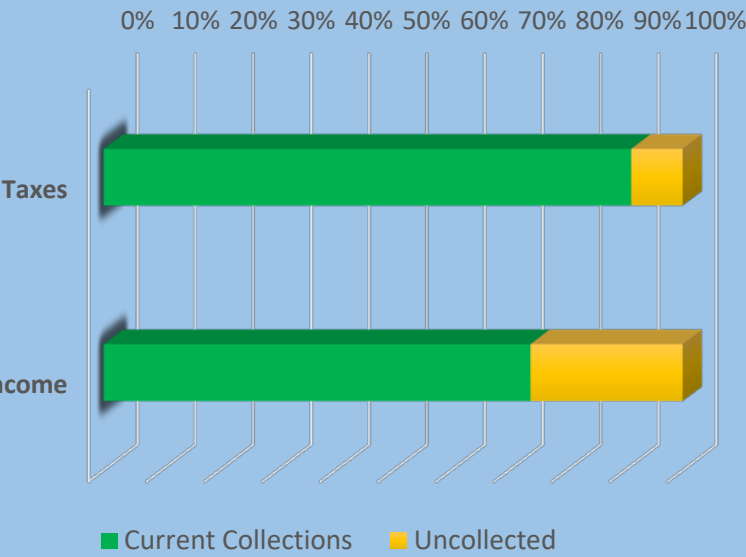
Breakdown by Account Group



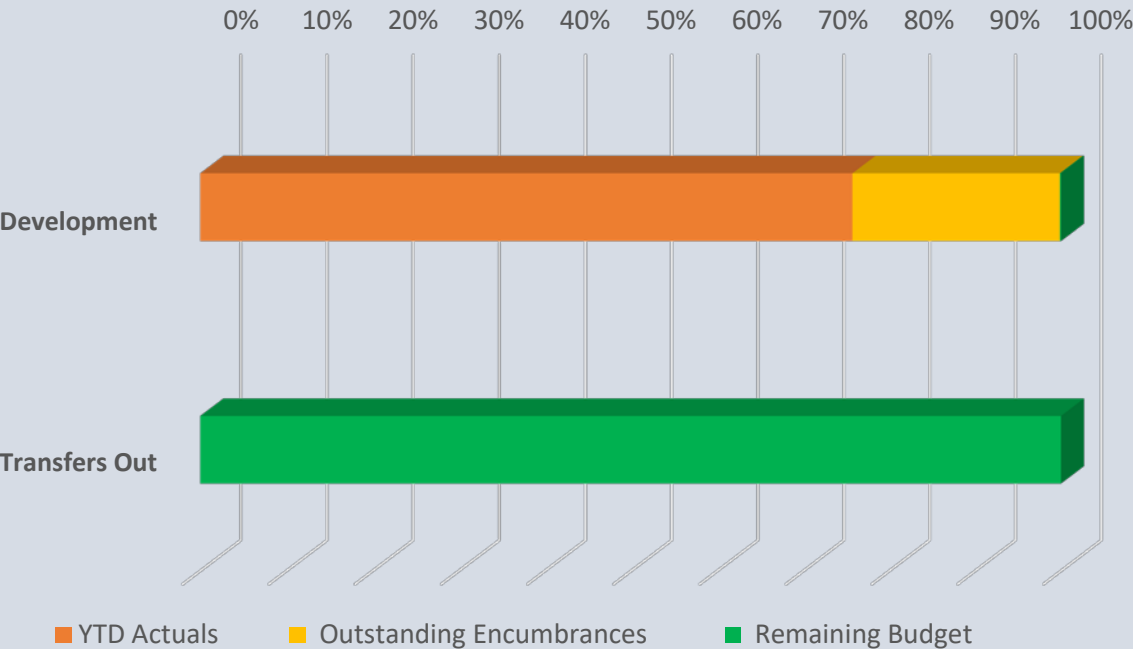
Revenues:



Revenue by Source



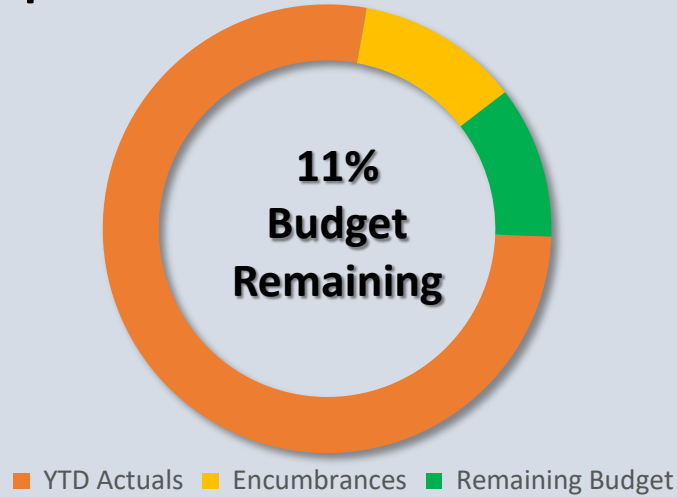
Breakdown by Department



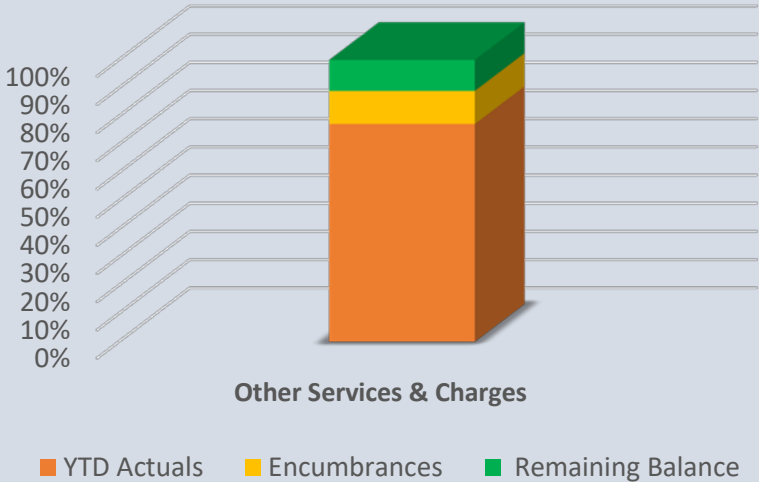
Spay/Neuter Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	2,185.00
Expenditures:	8,114.80
Difference	(5,929.80)

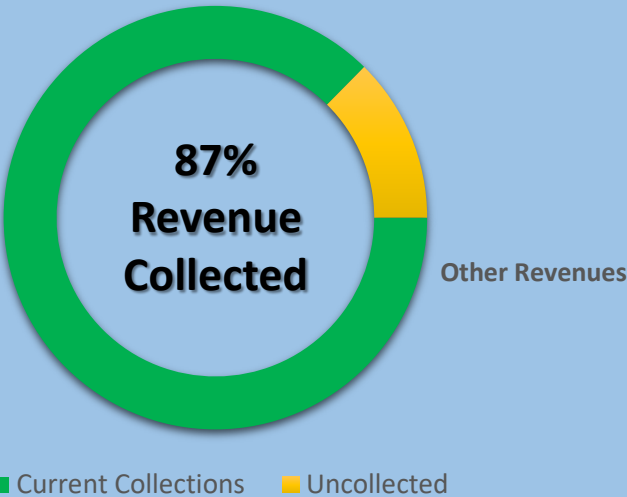
Expenditures:



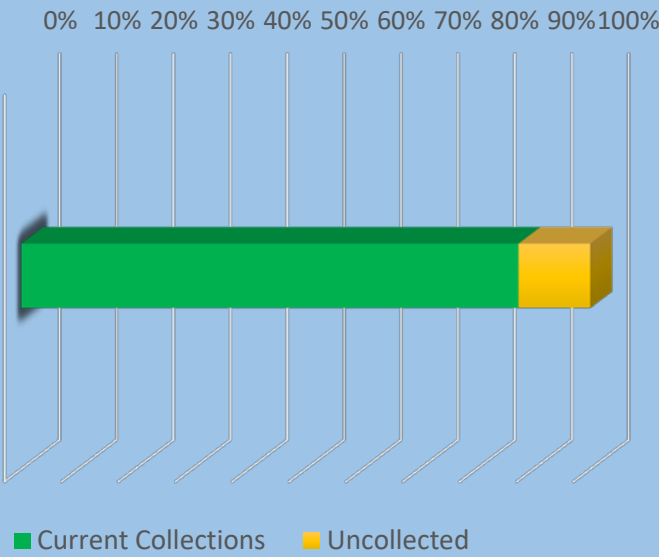
Breakdown by Account Group



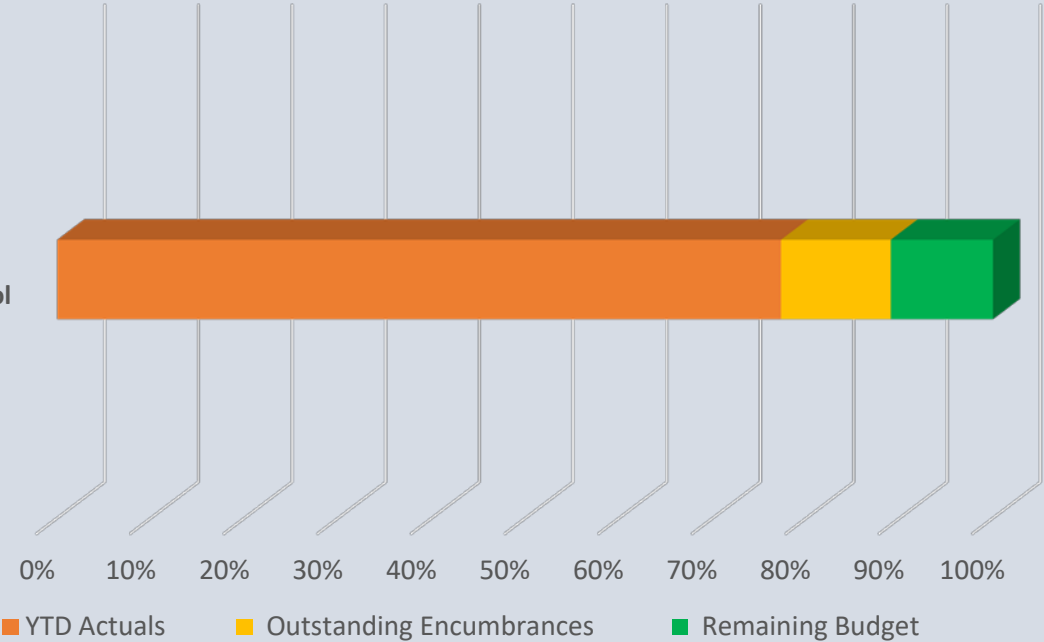
Revenues:



Revenue by Source



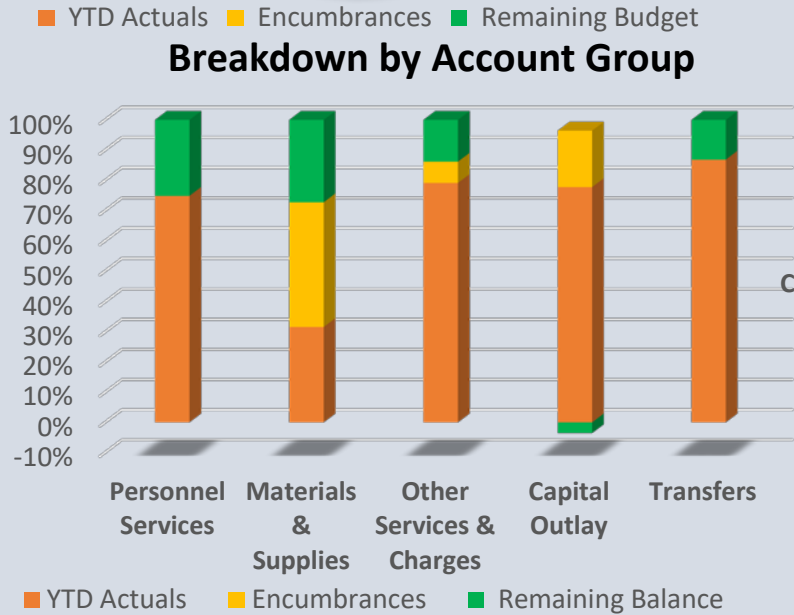
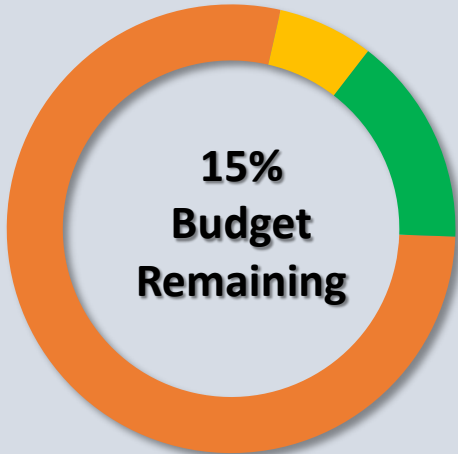
Breakdown by Department



Hotel/Motel Surcharge Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	374,435.45
Expenditures:	367,421.82
Difference	7,013.63

Expenditures:

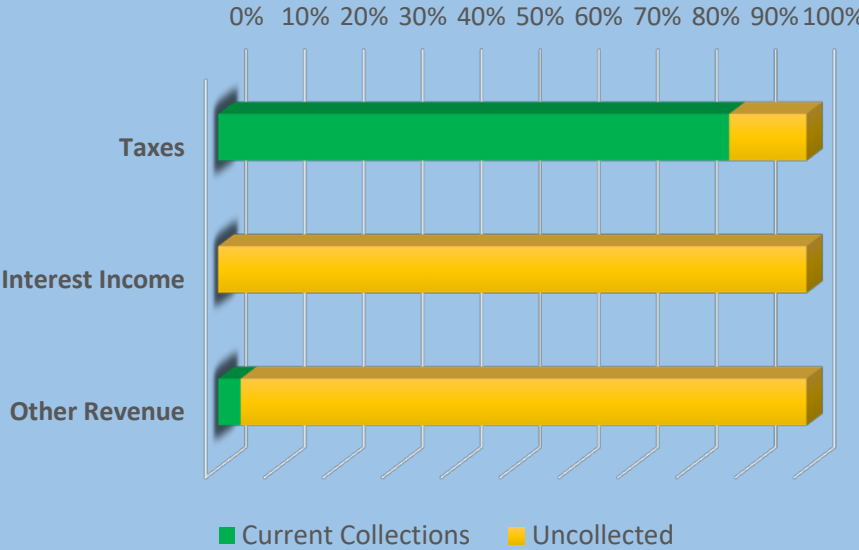


Revenues:

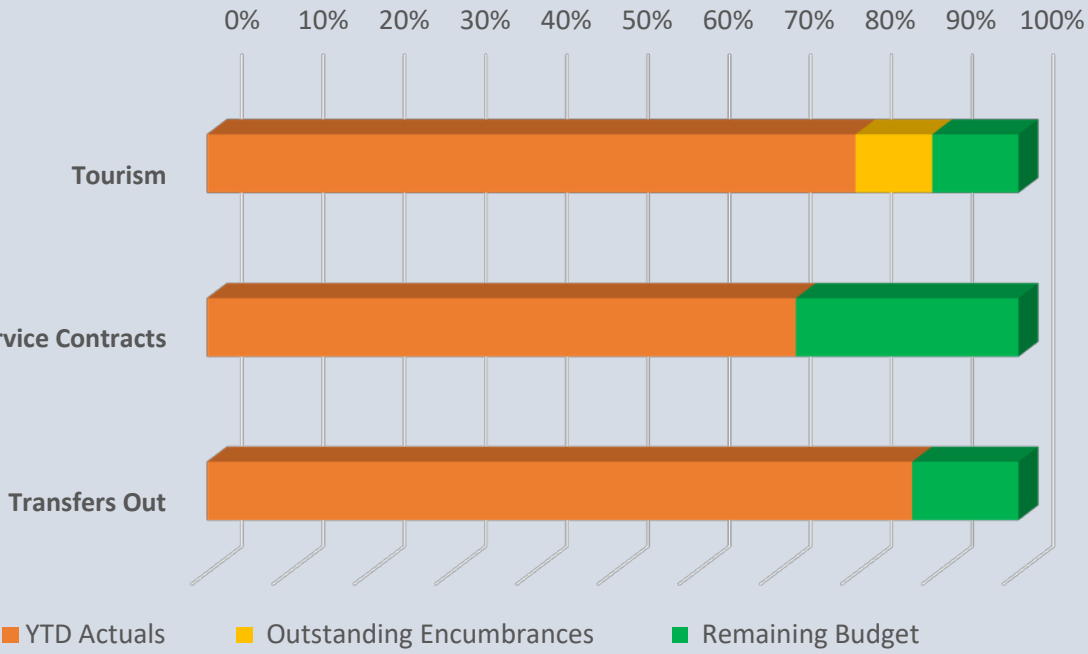


Current Collections Uncollected

Revenue by Source



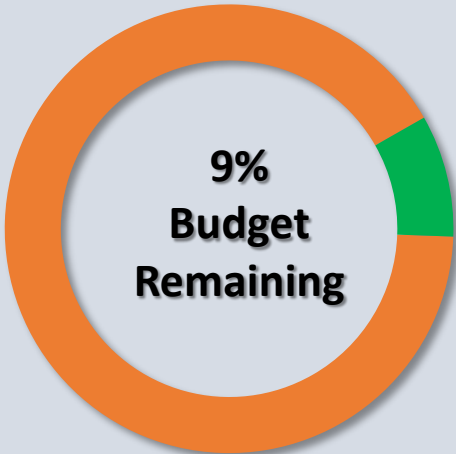
Breakdown by Department



Police Sales Tax Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	349,099.37
Expenditures:	349,099.37
Difference	0.00

Expenditures:



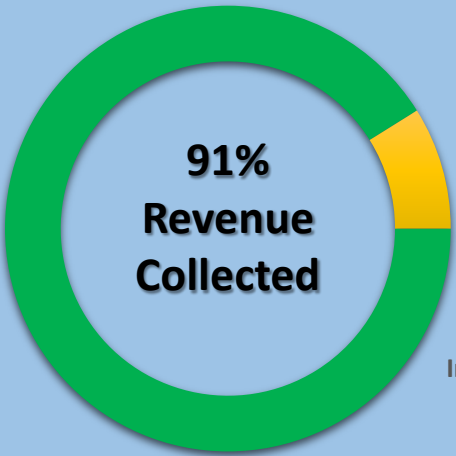
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



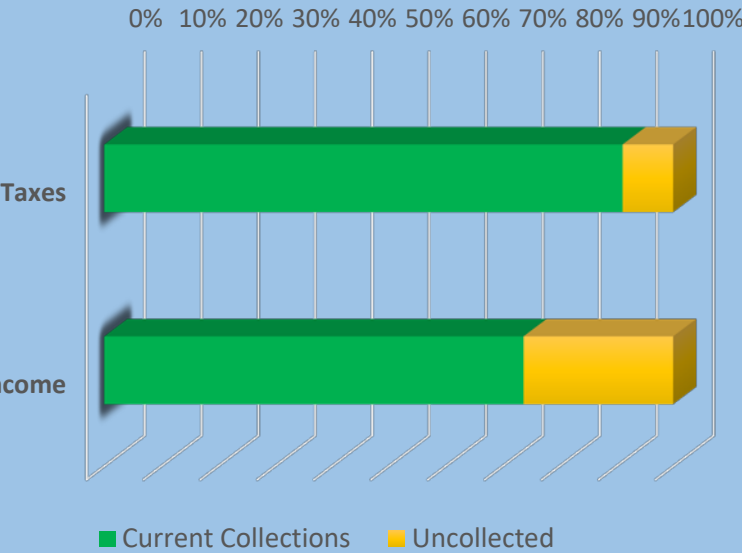
YTD Actuals Encumbrances Remaining Balance

Revenues:

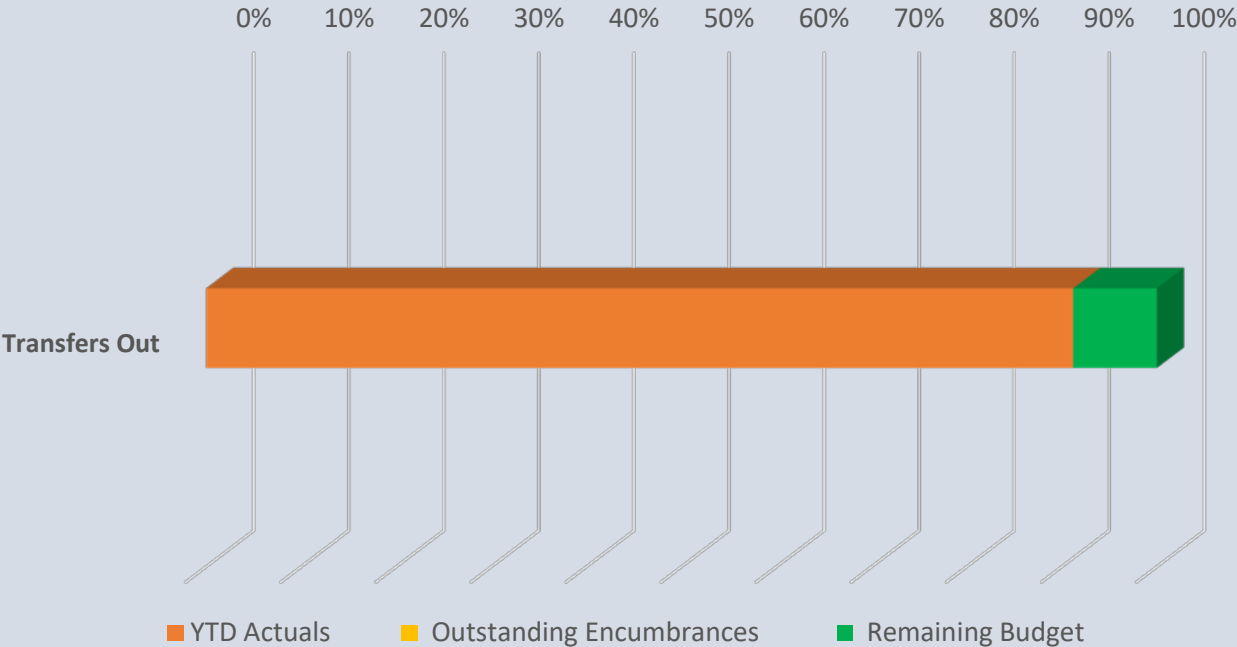


Current Collections Uncollected

Revenue by Source



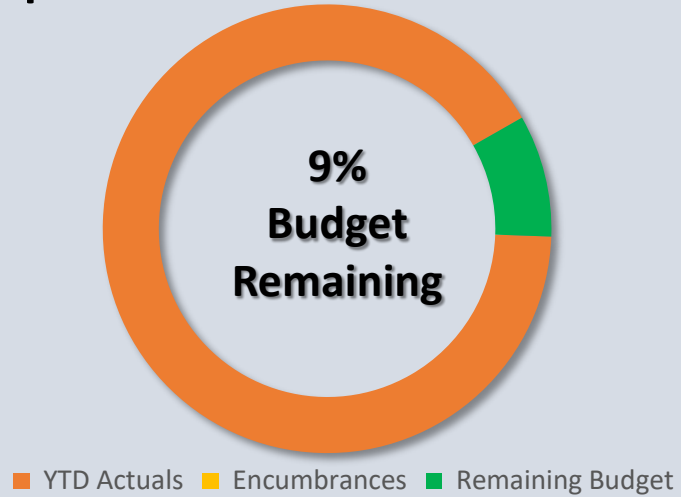
Breakdown by Department



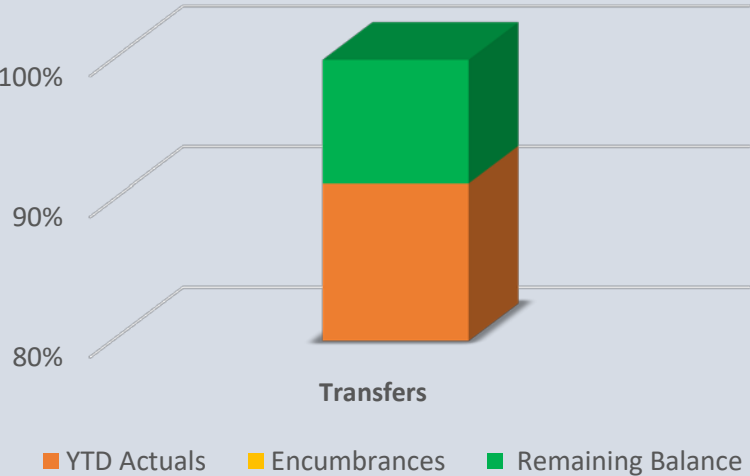
Fire Sales Tax Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	349,099.37
Expenditures:	349,099.37
Difference	0.00

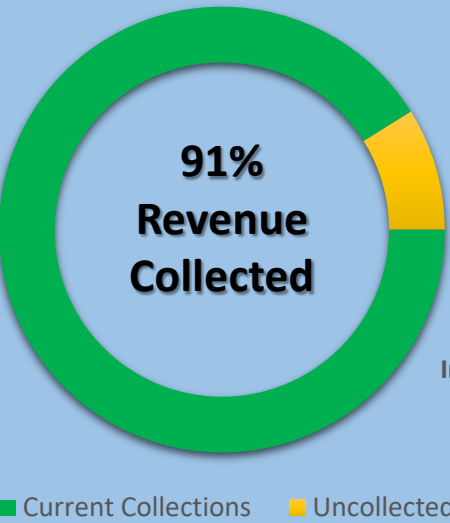
Expenditures:



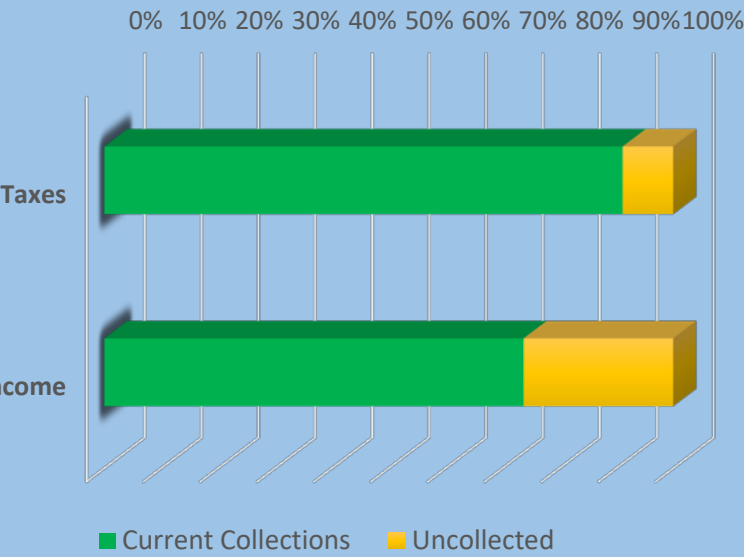
Breakdown by Account Group



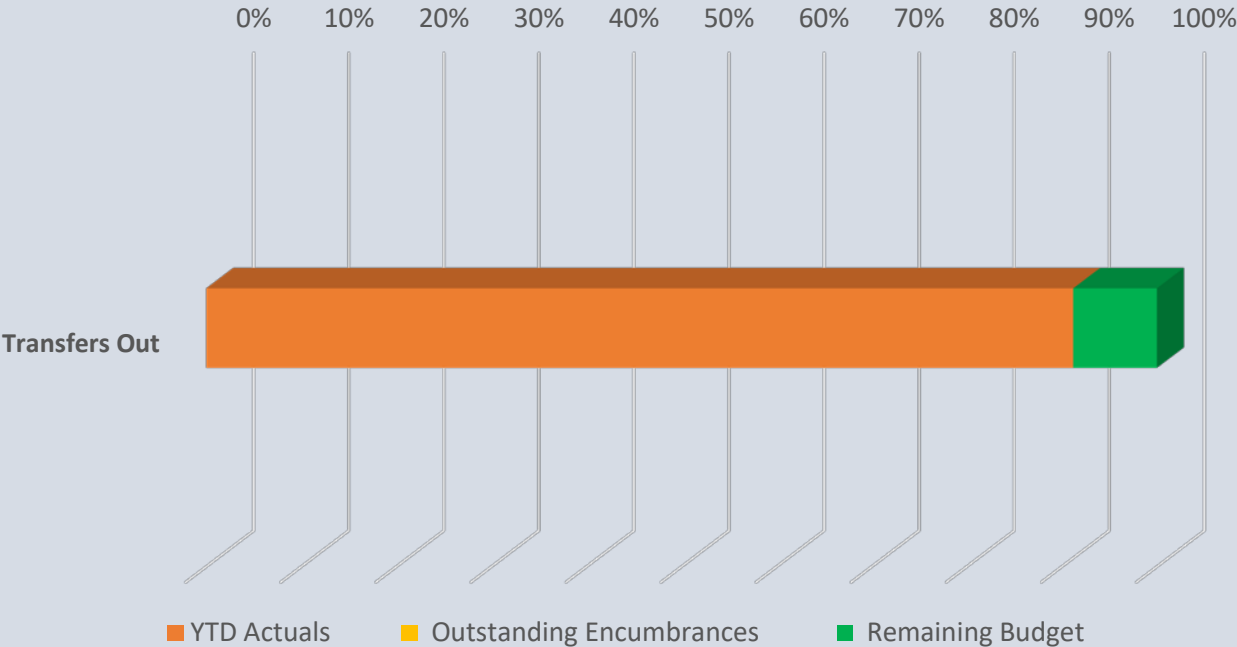
Revenues:



Revenue by Source



Breakdown by Department



Tax Increment Finance Fund

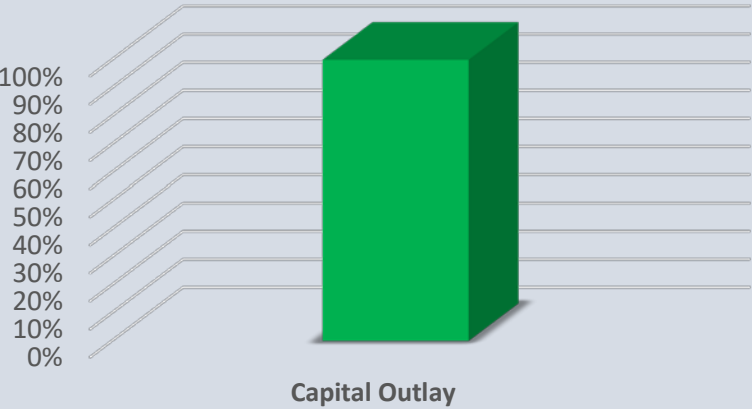
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	127,732.11
Expenditures:	0.00
Difference	127,732.11

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



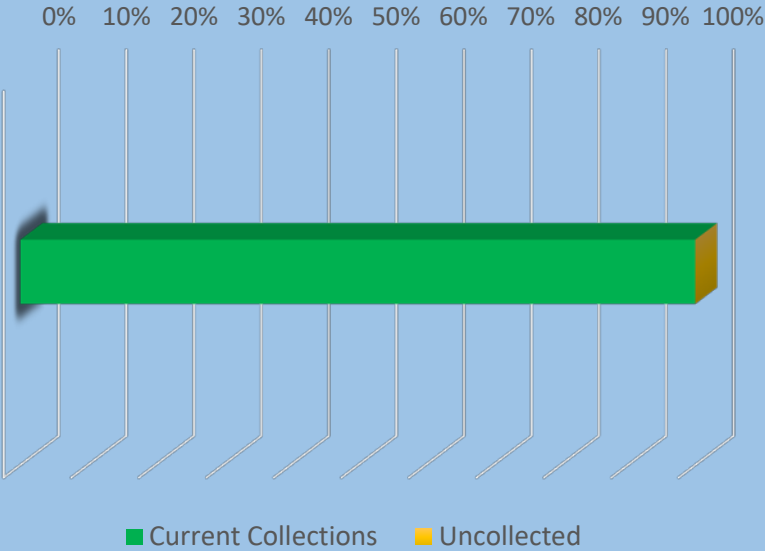
YTD Actuals Encumbrances Remaining Balance

Revenues:



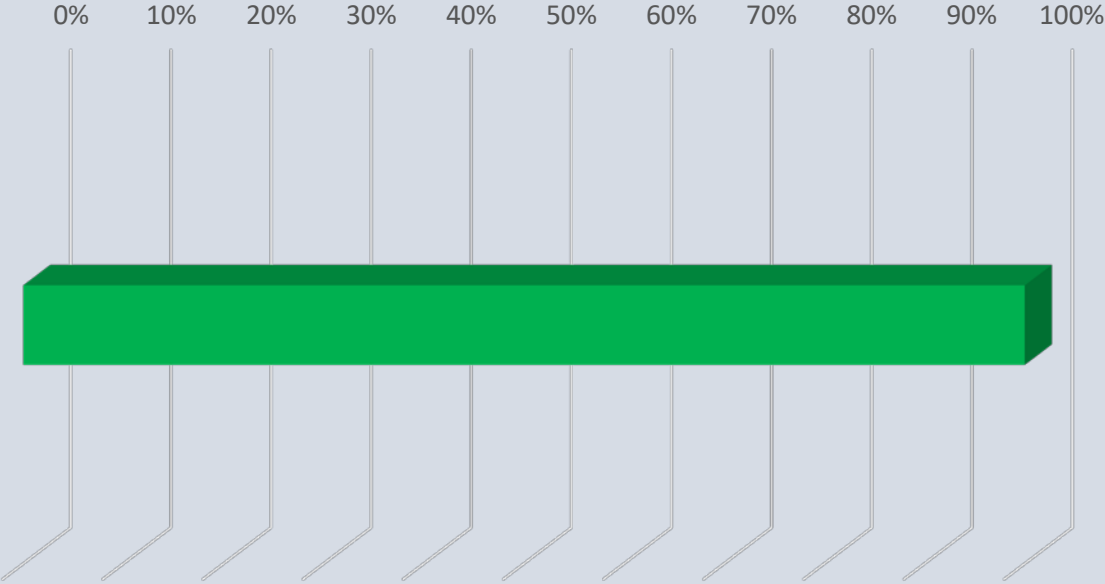
Current Collections Uncollected

Revenue by Source



Current Collections Uncollected

Breakdown by Department

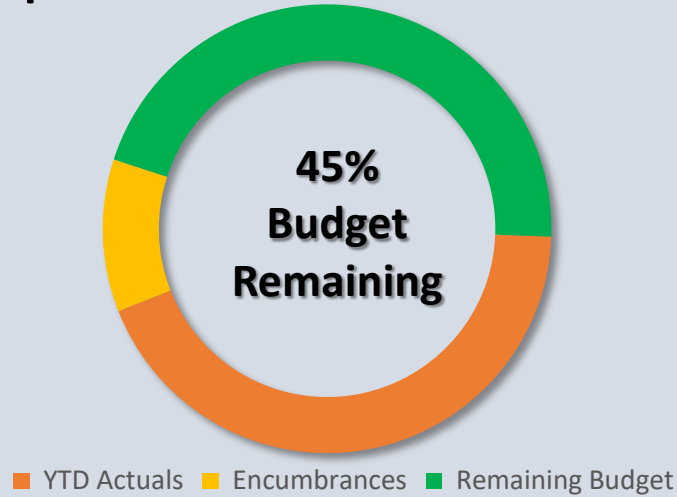


YTD Actuals Outstanding Encumbrances Remaining Budget

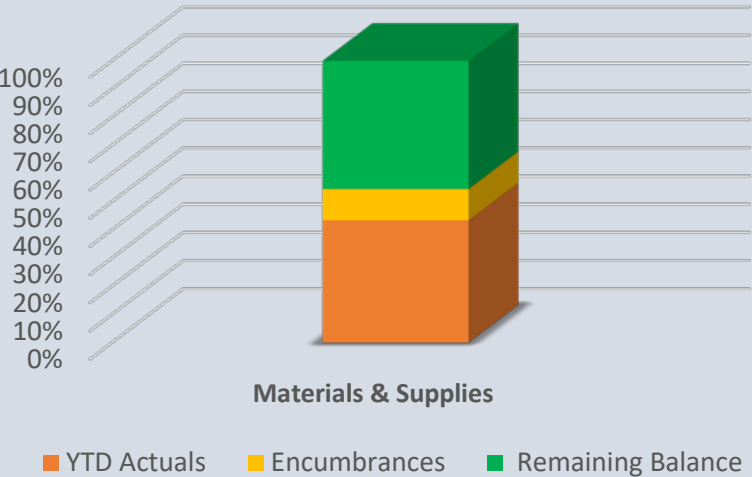
Drug Forfeiture Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	1.11
Expenditures:	5,215.04
Difference	(5,213.93)

Expenditures:



Breakdown by Account Group

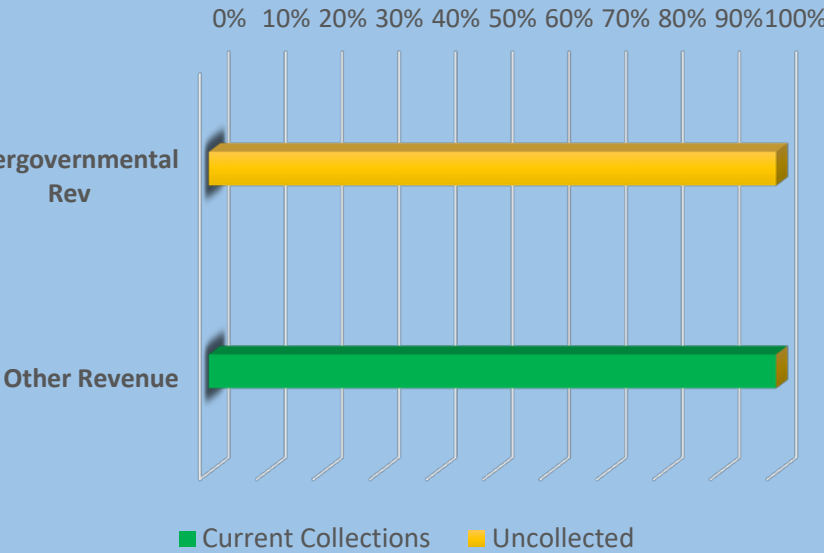


Revenues:

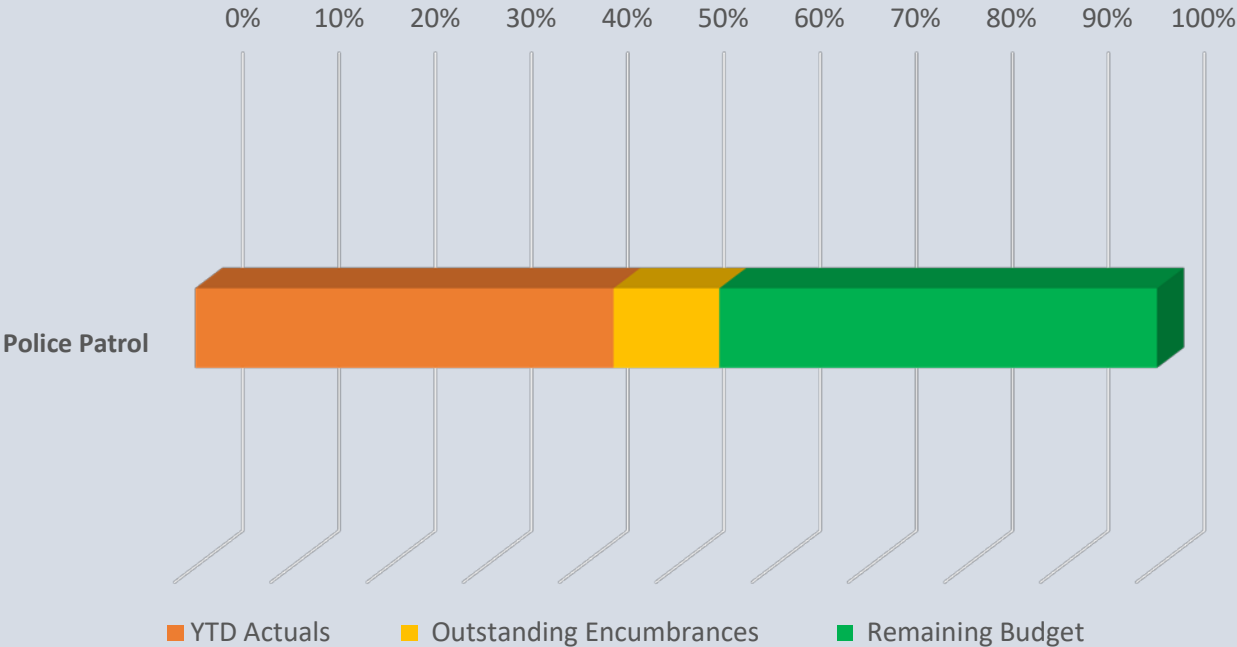


■ Current Collections ■ Uncollected

Revenue by Source



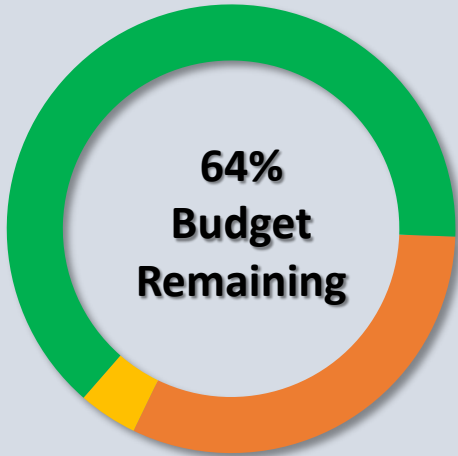
Breakdown by Department



CDBG Grants

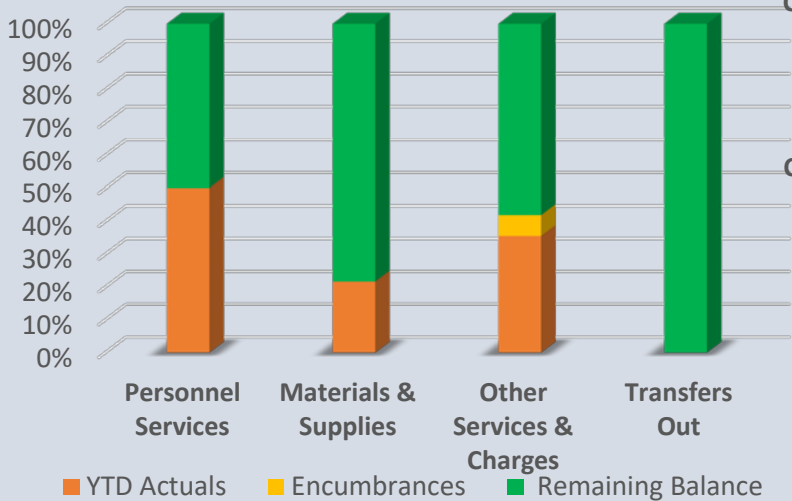
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	318,694.30
Expenditures:	265,785.61
Difference	52,908.69

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

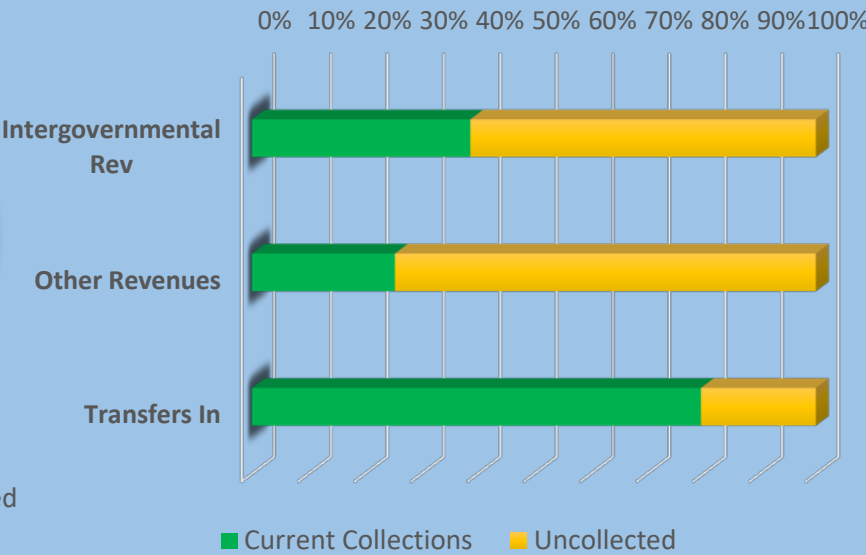


Revenues:

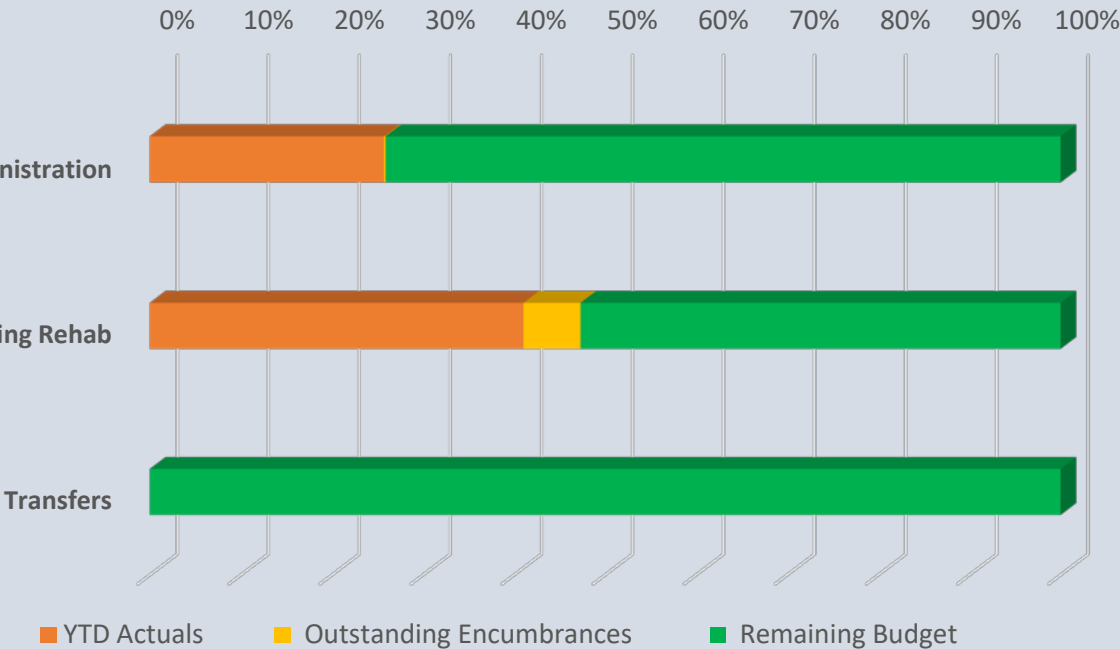


Current Collections Uncollected

Revenue by Source



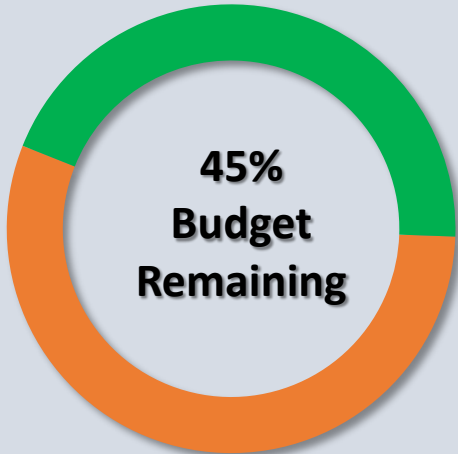
Breakdown by Department



ODOC NSP Program

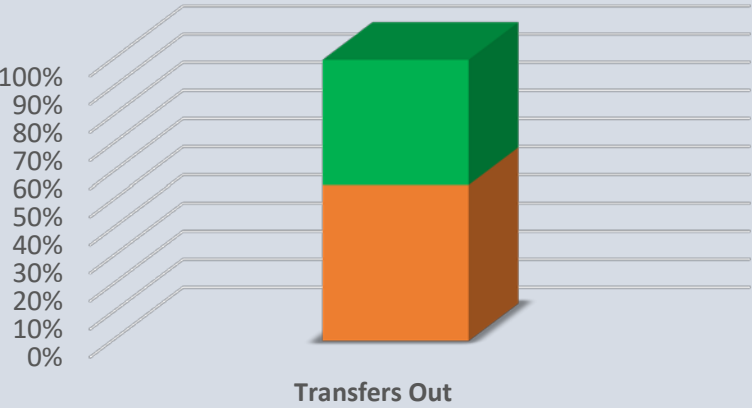
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	4,790.80
Expenditures:	60,328.32
Difference	(55,537.52)

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



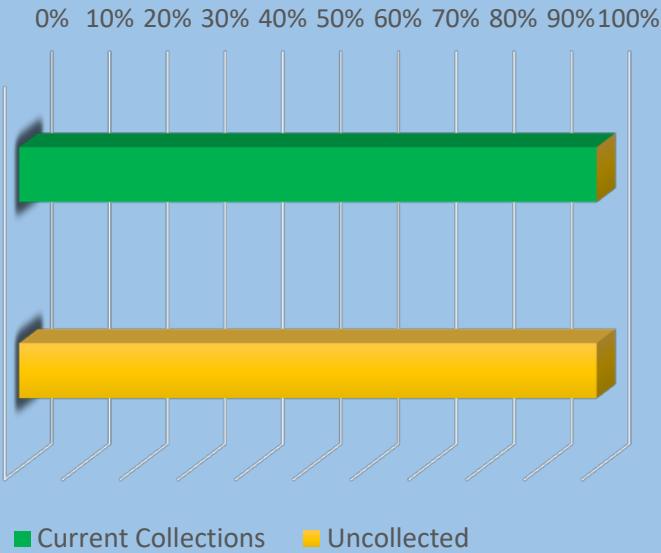
YTD Actuals Encumbrances Remaining Balance

Revenues:



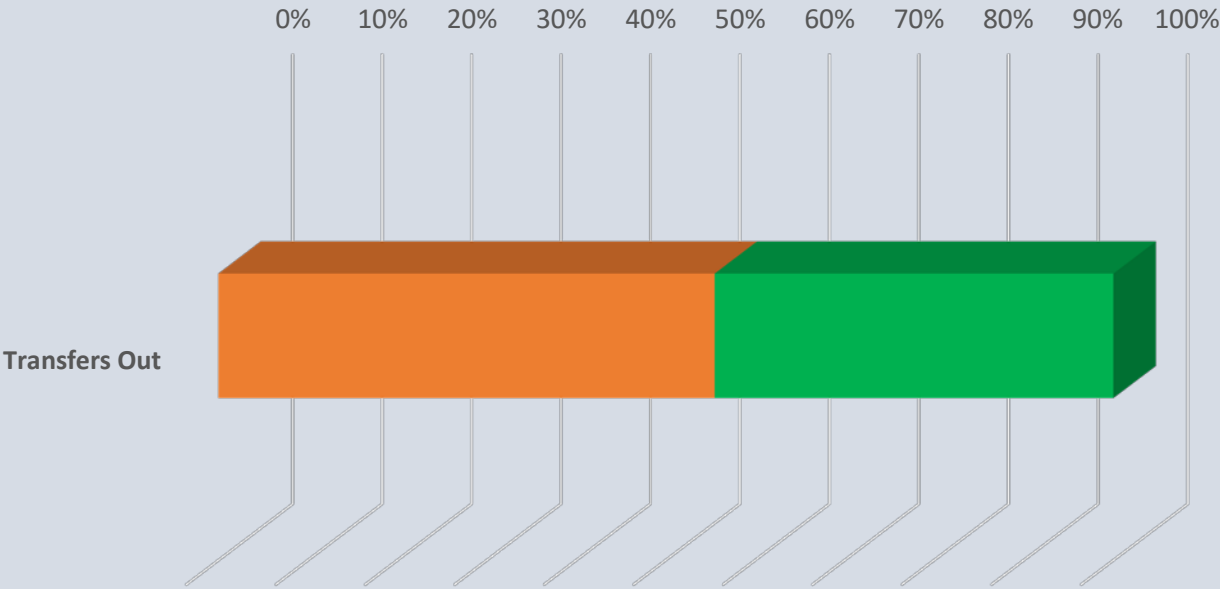
Current Collections Uncollected

Revenue by Source



Current Collections Uncollected

Breakdown by Department



YTD Actuals Outstanding Encumbrances Remaining Budget

Home Rehab Program Income

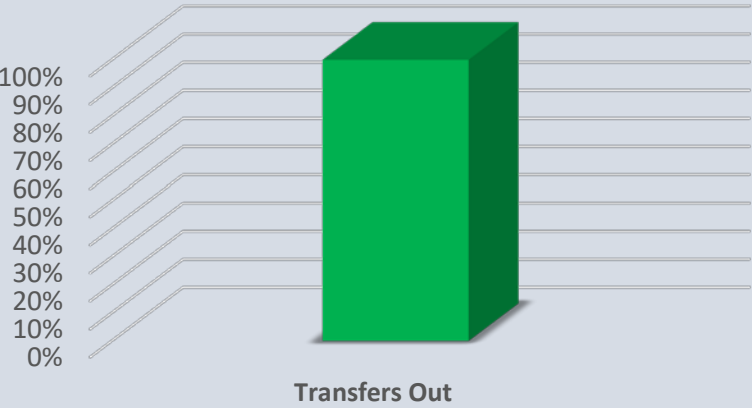
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	3,283.92
Expenditures:	0.00
Difference	3,283.92

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



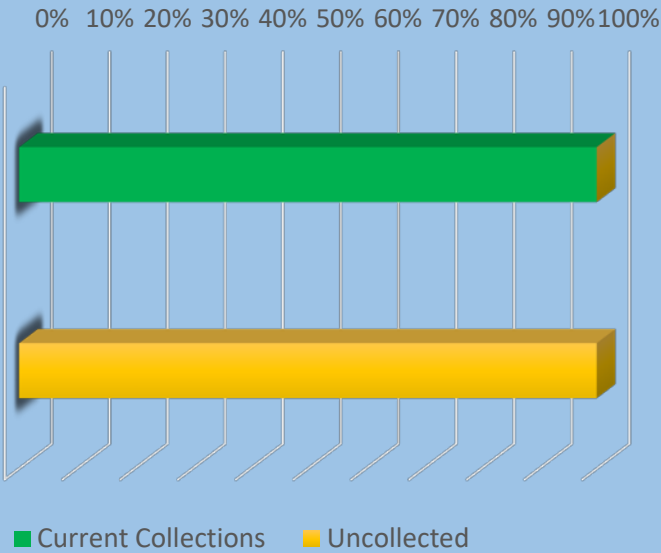
YTD Actuals Encumbrances Remaining Balance

Revenues:

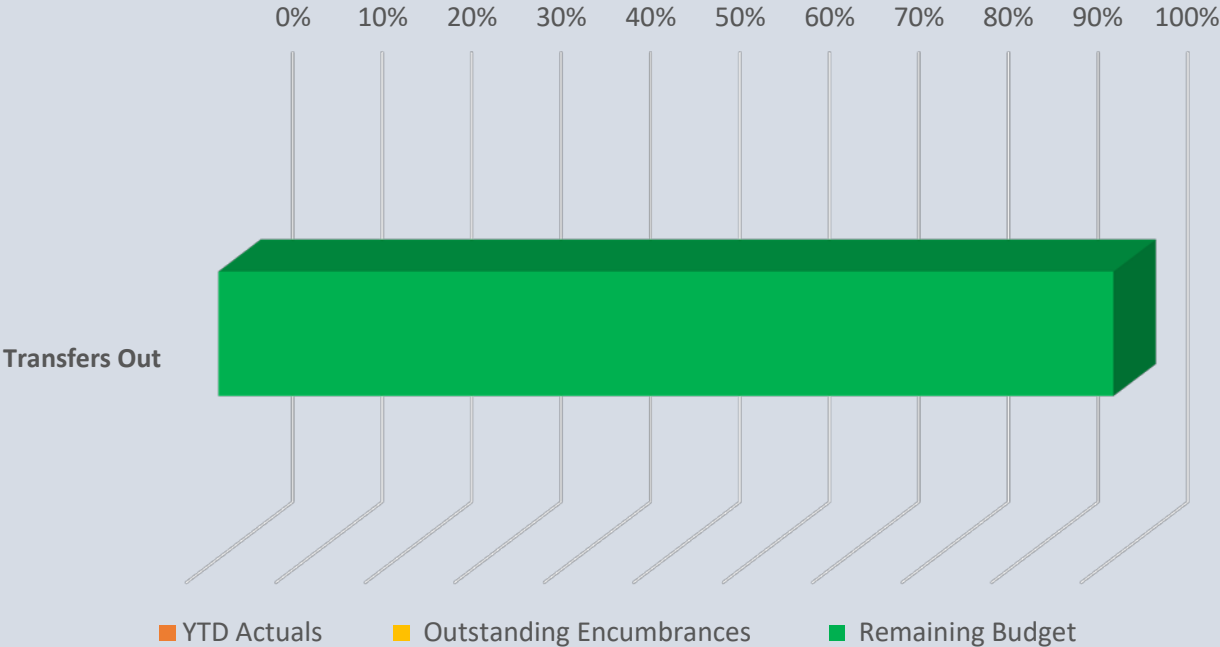


Current Collections Uncollected

Revenue by Source



Breakdown by Department

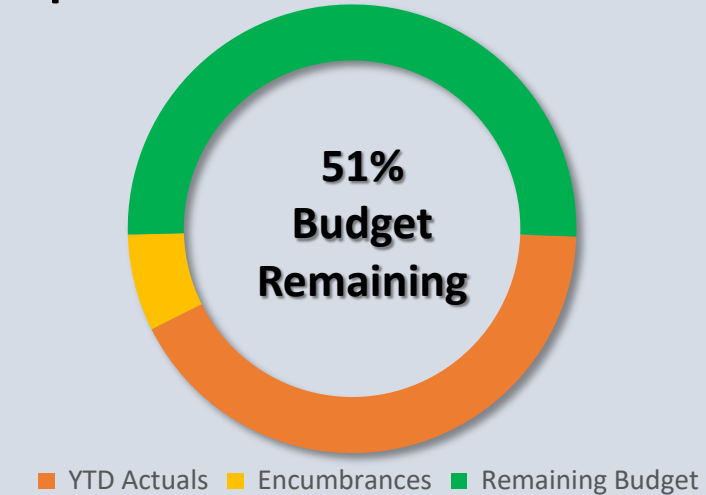


YTD Actuals Outstanding Encumbrances Remaining Budget

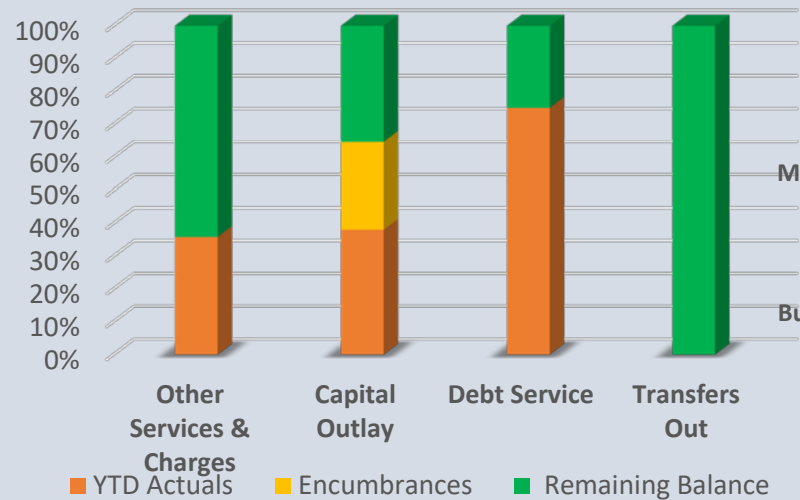
Capital Improvement Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	2,277,643.73
Expenditures:	1,148,474.28
Difference	1,129,169.45

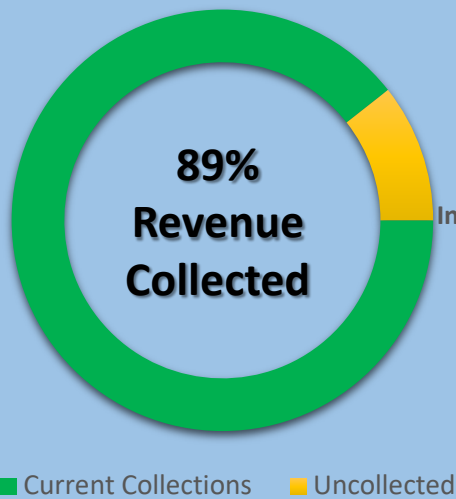
Expenditures:



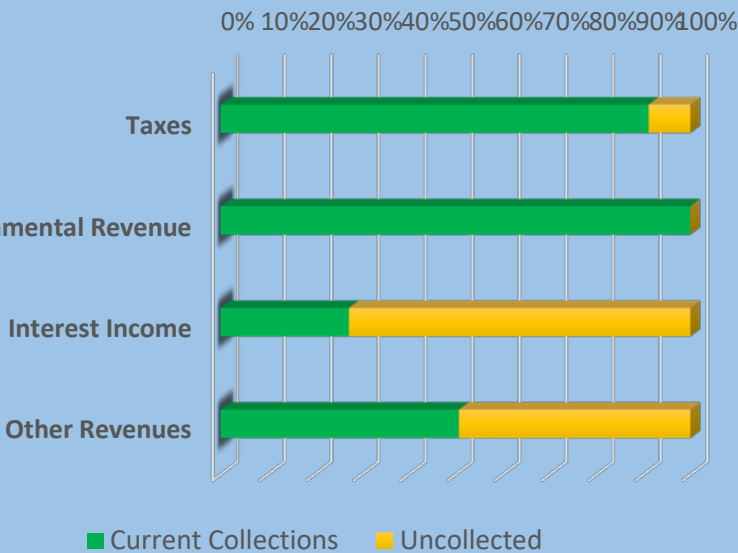
Breakdown by Account Group



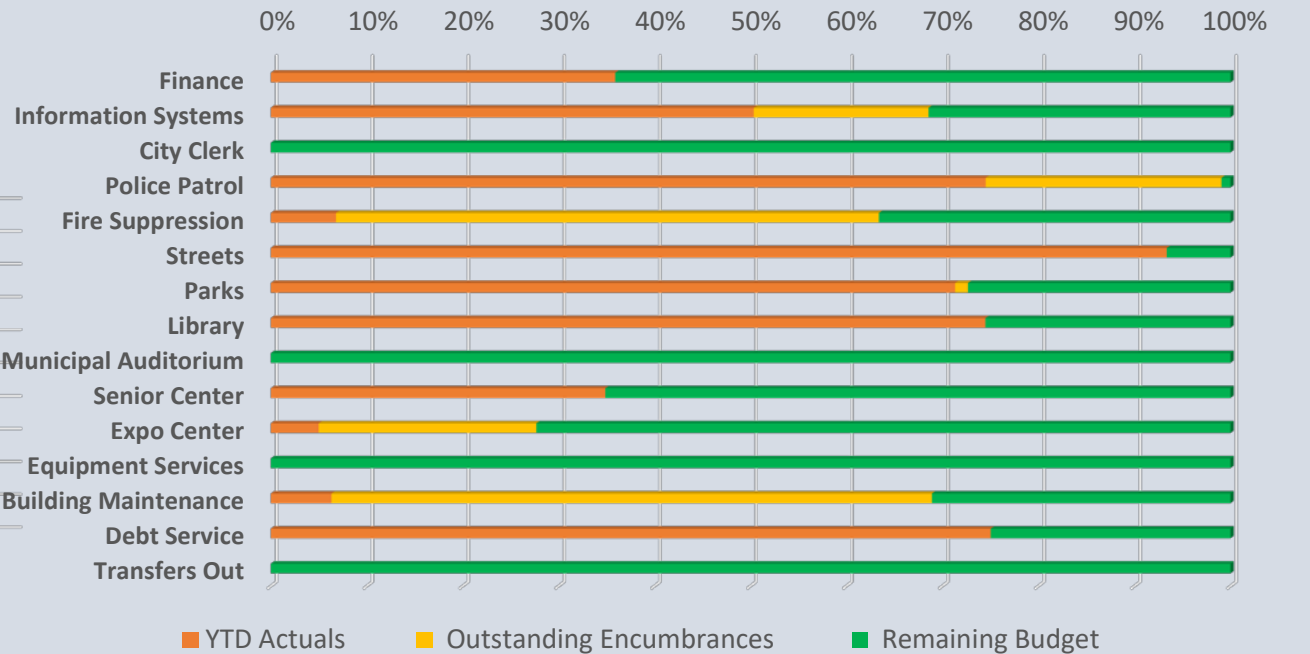
Revenues:



Revenue by Source



Breakdown by Department

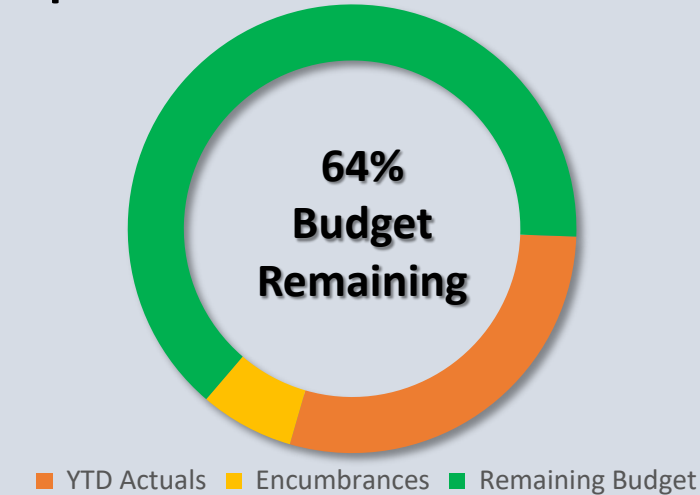


* Finance and Utility Administration reflect bank service charges that are allocated by fund.

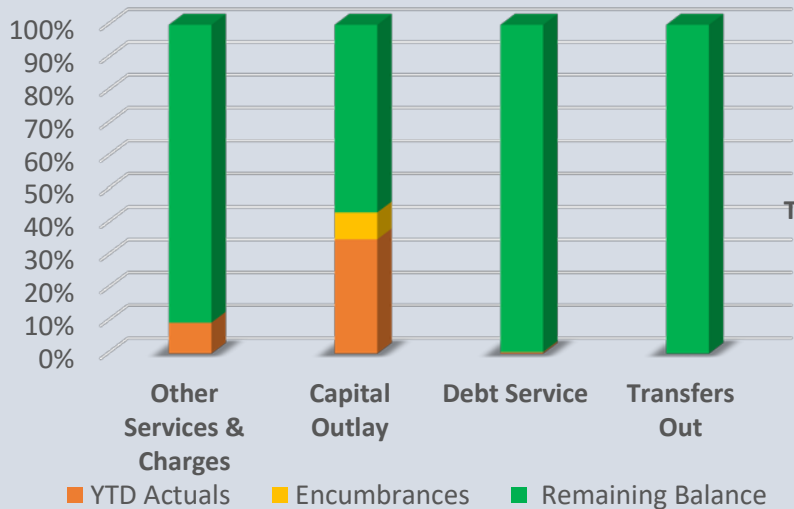
Street Improvement Fund

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	2,918,644.30
Expenditures:	2,034,179.03
Difference	884,465.27

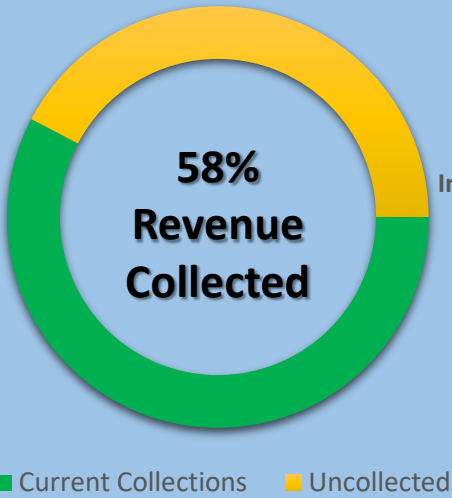
Expenditures:



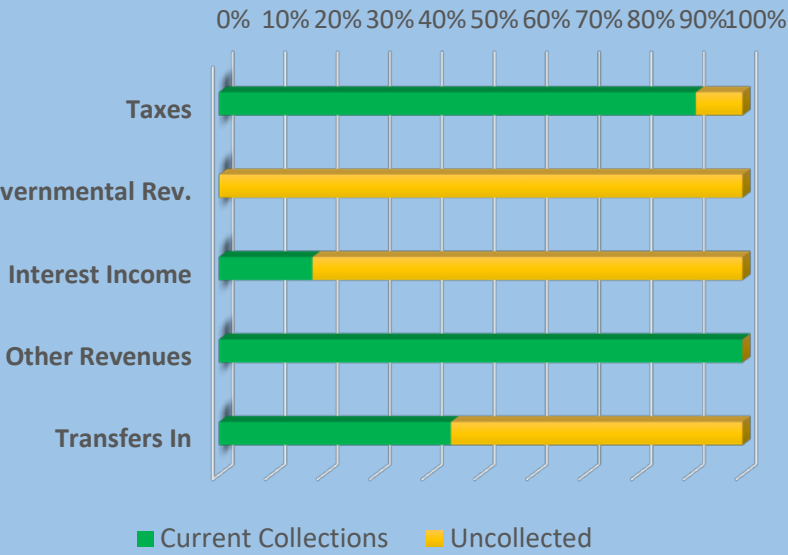
Breakdown by Account Group



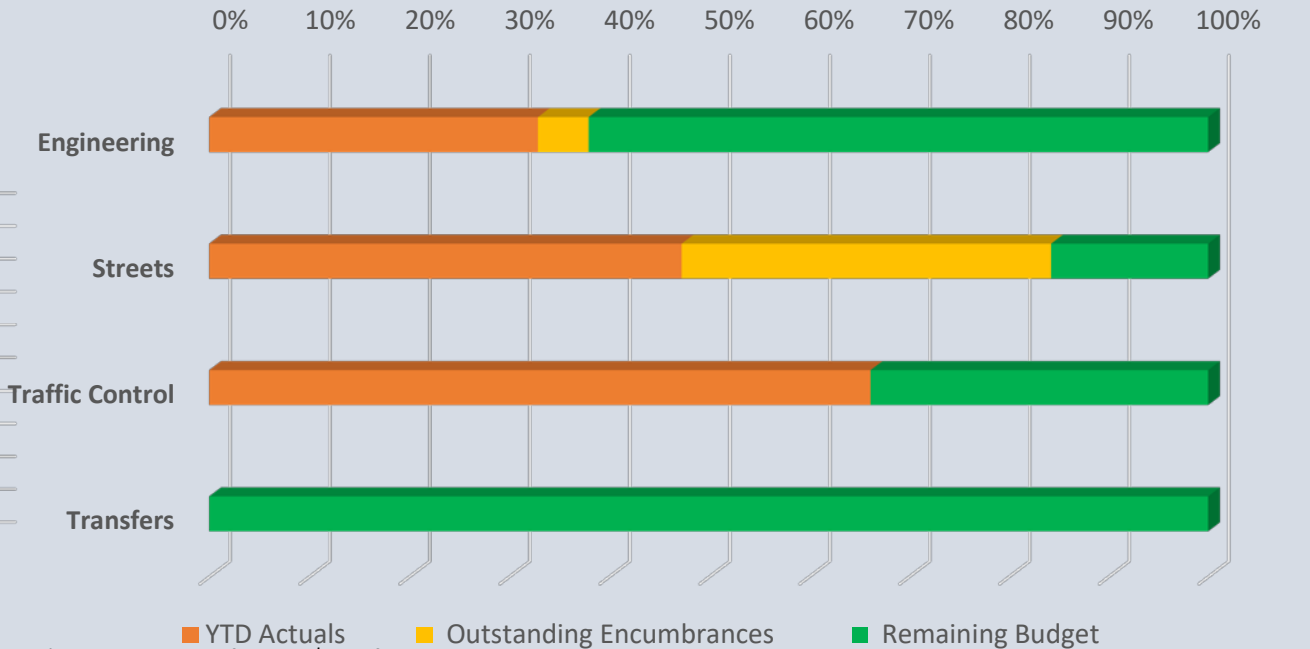
Revenues:



Revenue by Source



Breakdown by Department

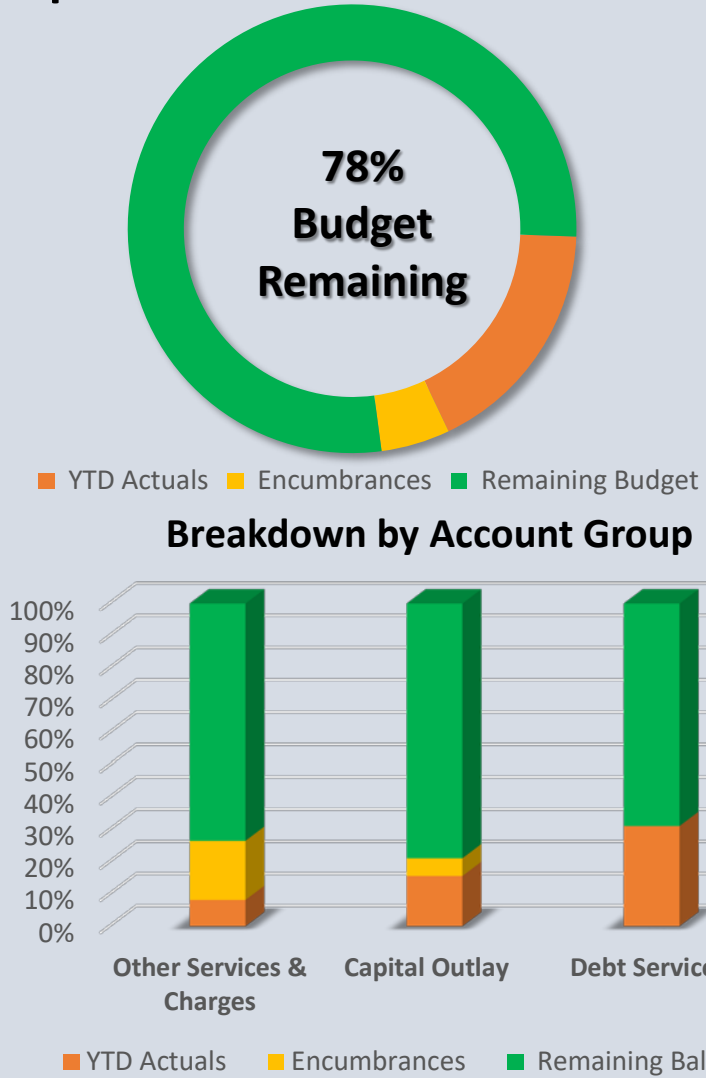


* Debt Service reflects a \$250 fee which was unexpected.

2018 Capital Improvement Fd

Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	19,698,425.53
Expenditures:	3,981,775.32
Difference	15,716,650.21

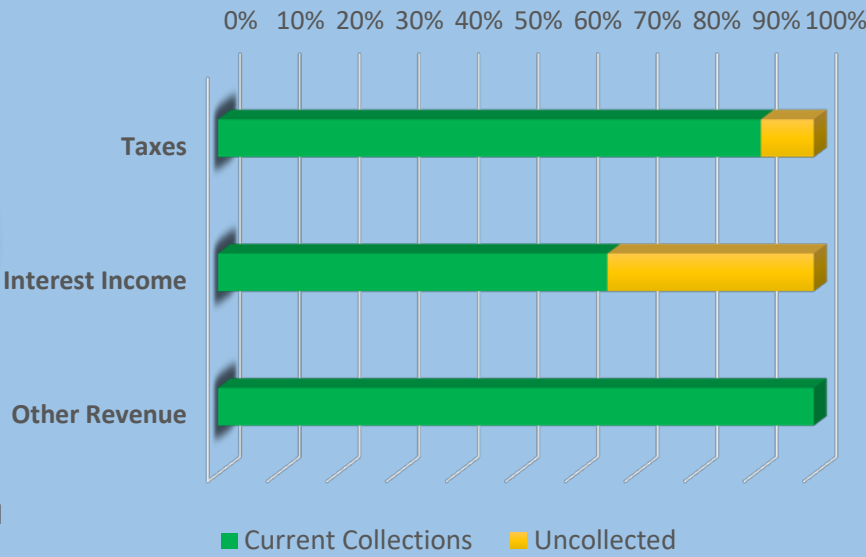
Expenditures:



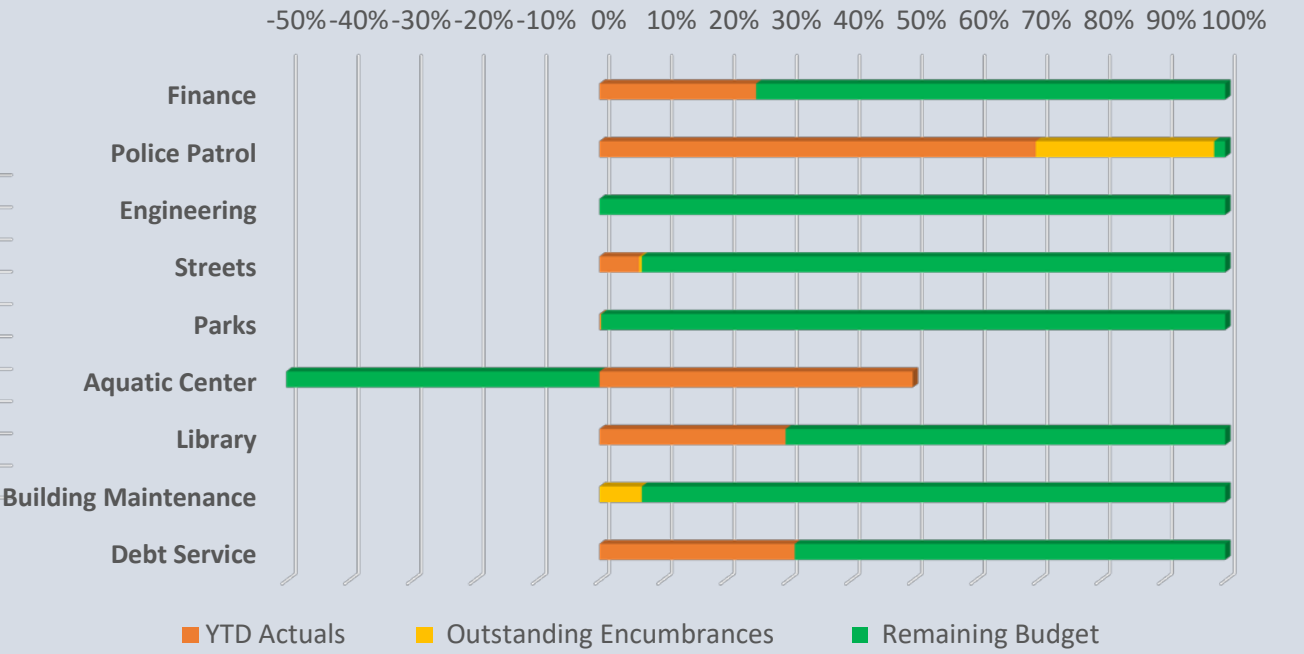
Revenues:



Revenue by Source



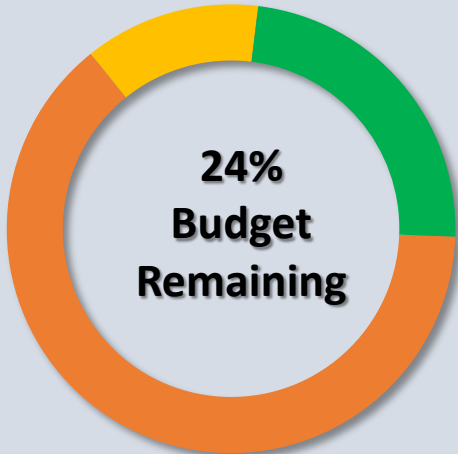
Breakdown by Department



Aquatic Center

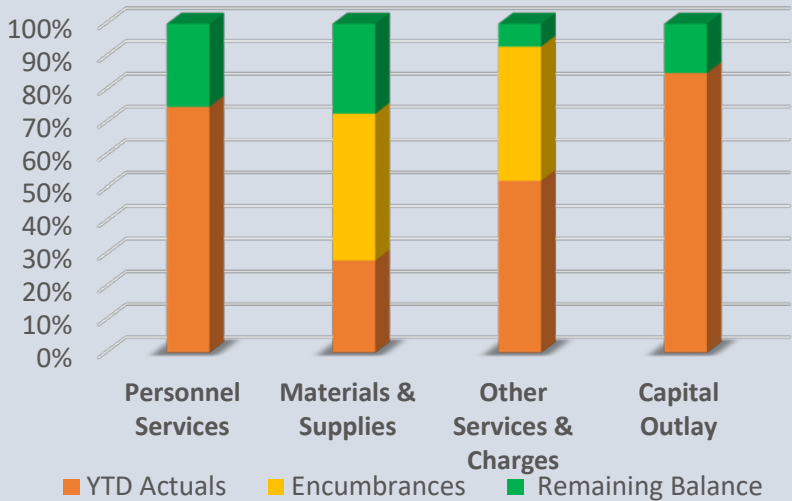
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	234,619.59
Expenditures:	230,560.40
Difference	4,059.19

Expenditures:

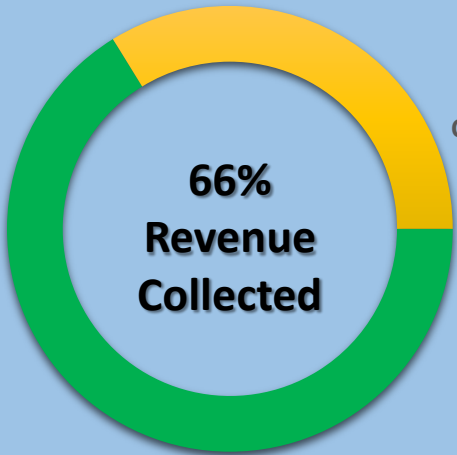


YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



Revenues:



Current Collections Uncollected

Revenue by Source

0% 10% 20% 30% 40% 50% 60% 70% 80% 90%100%

Charges for Services

Rental Revenues

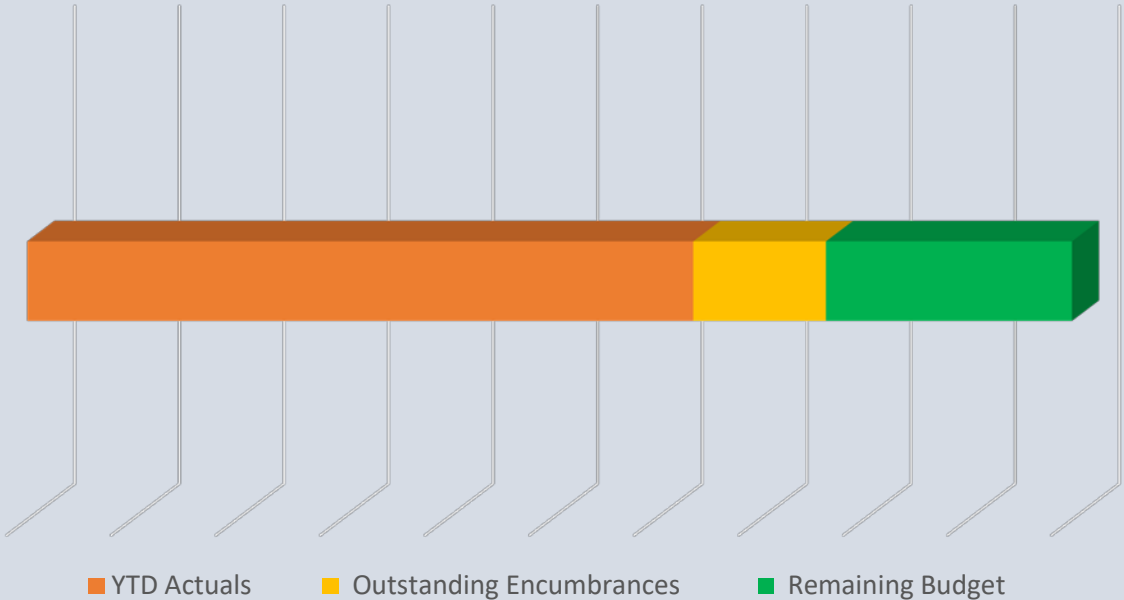
Other Revenues

Transfers In

Current Collections Uncollected

Breakdown by Department

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

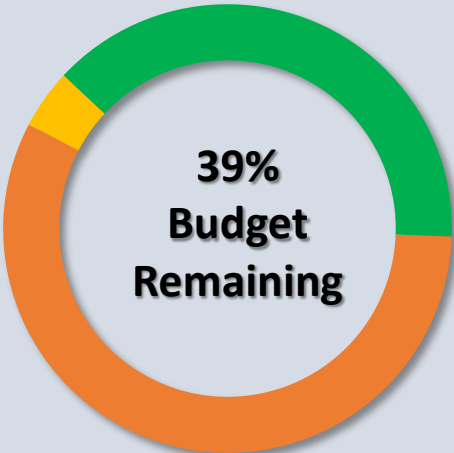


YTD Actuals Outstanding Encumbrances Remaining Budget

Shawnee Municipal Authority

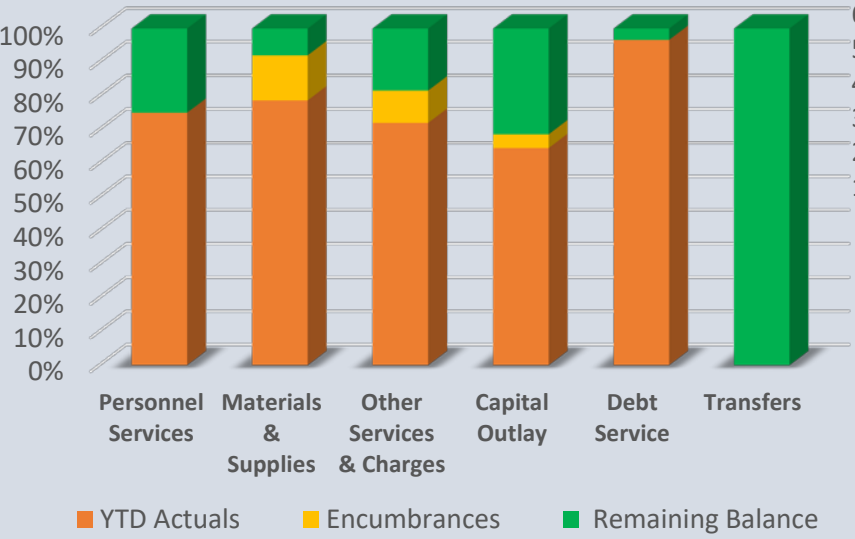
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	15,526,400.32
Expenditures:	11,146,739.68
Difference	4,379,660.64

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

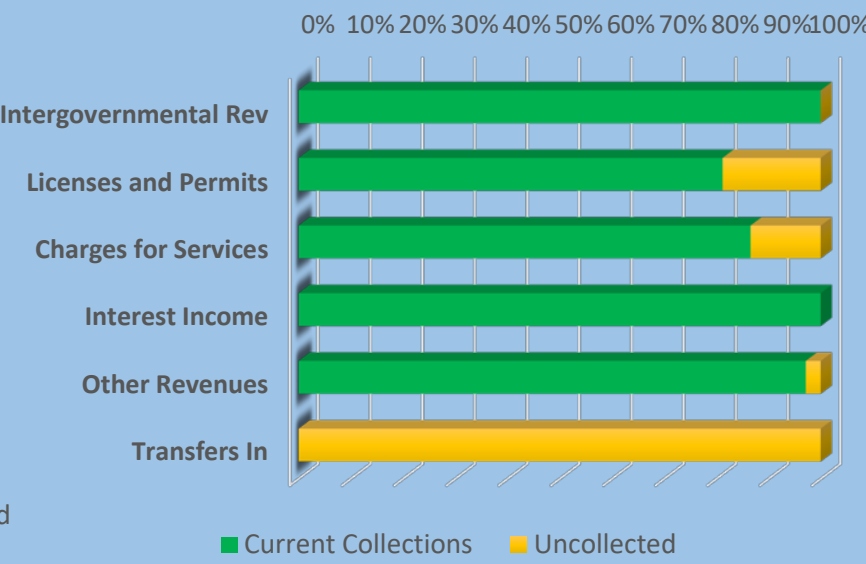


Revenues:

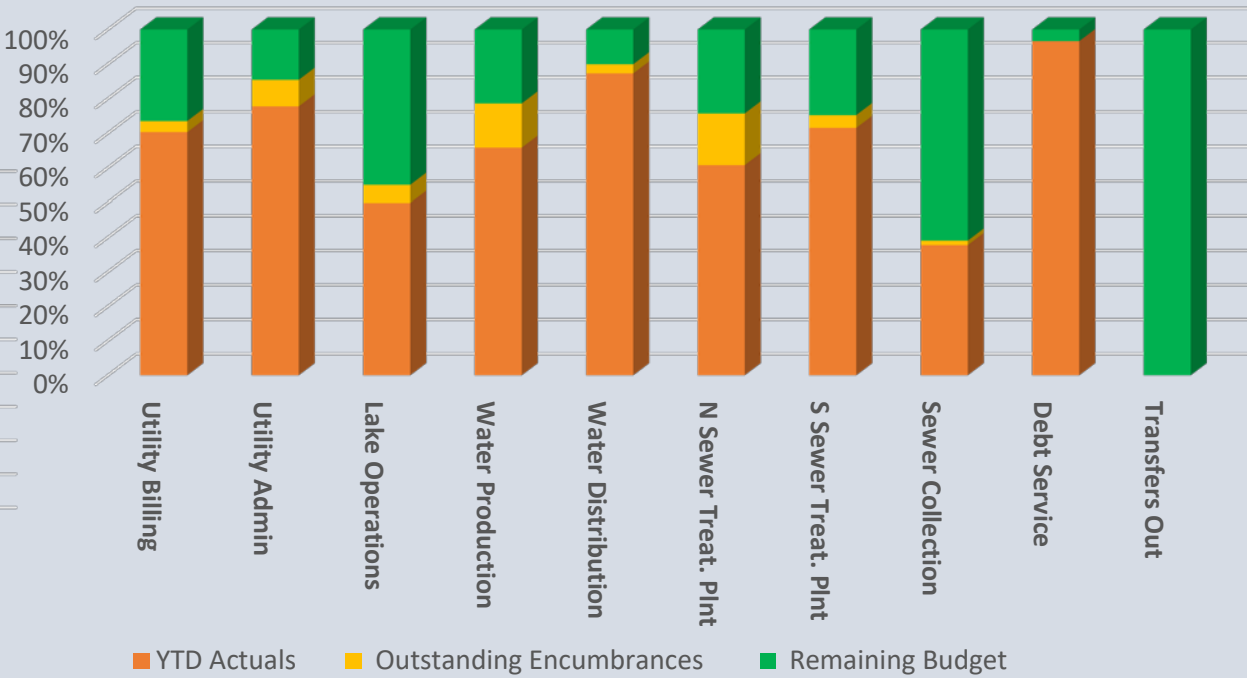


Current Collections Uncollected

Revenue by Source



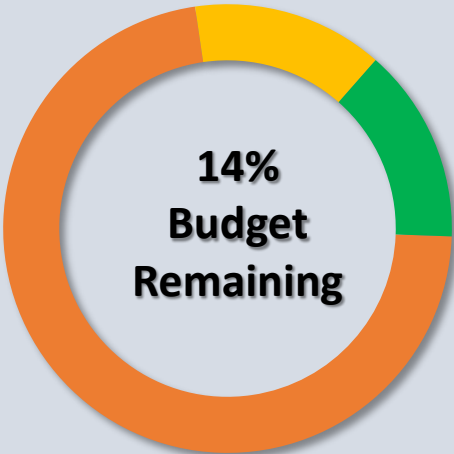
Breakdown by Department



Shawnee Airport Authority

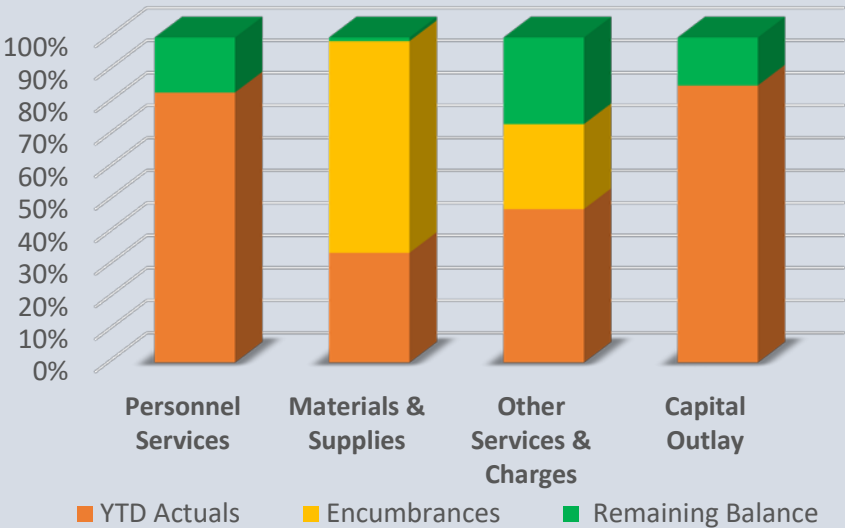
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	1,131,736.09
Expenditures:	1,058,278.14
Difference	73,457.95

Expenditures:

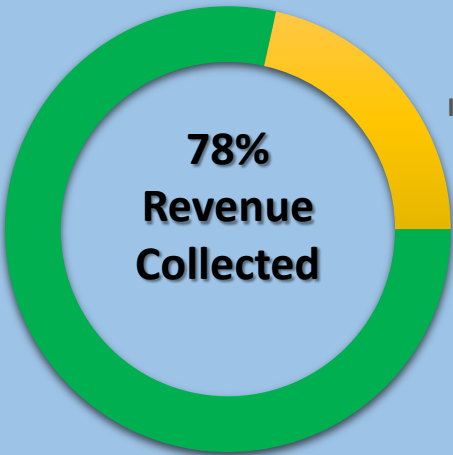


YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

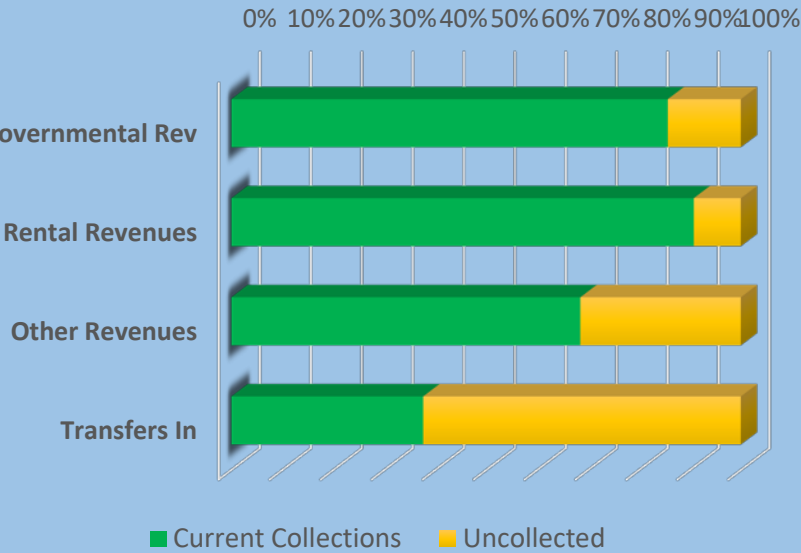


Revenues:

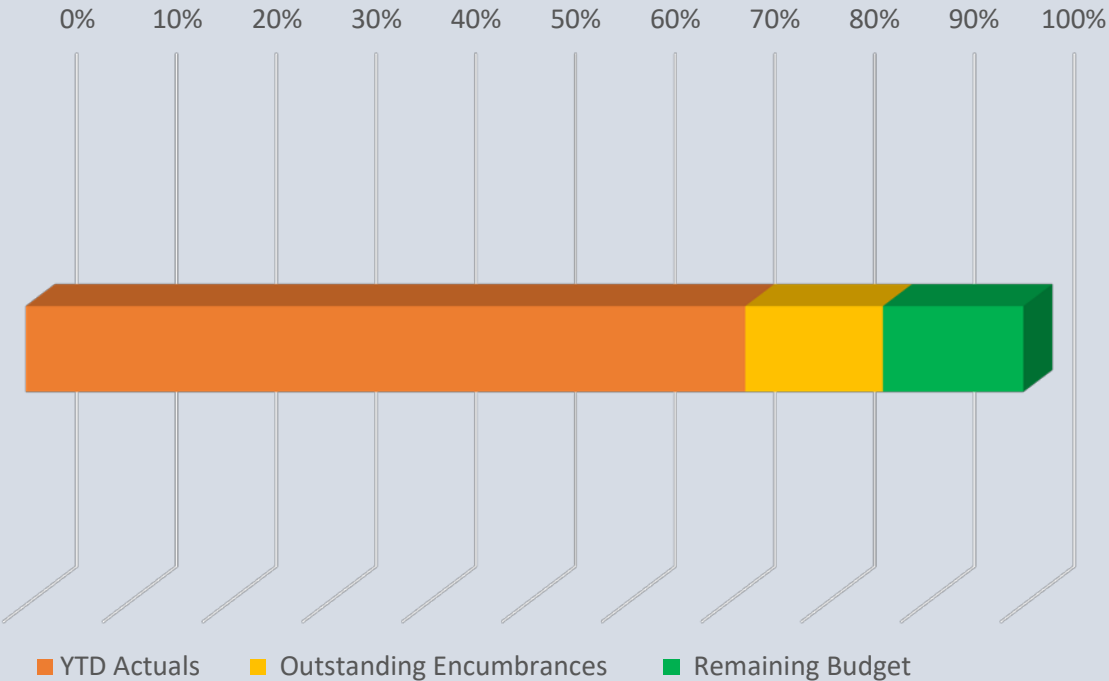


Current Collections Uncollected

Revenue by Source



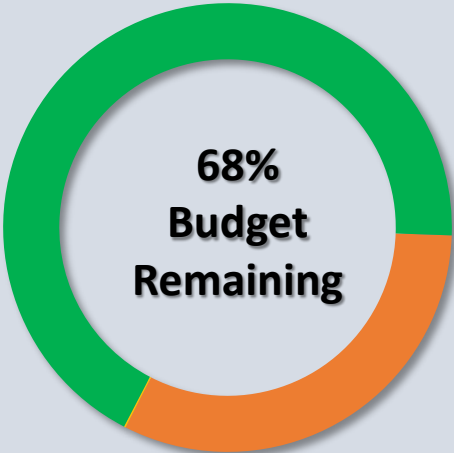
Breakdown by Department



Workers' Compensation Self-Insurance Fund

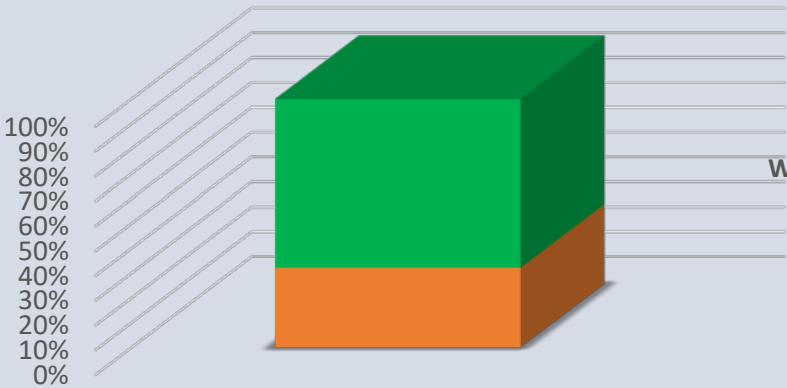
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	227,892.36
Expenditures:	258,733.67
Difference	(30,841.31)

Expenditures:



■ YTD Actuals
 ■ Encumbrances
 ■ Remaining Budget

Breakdown by Account Group



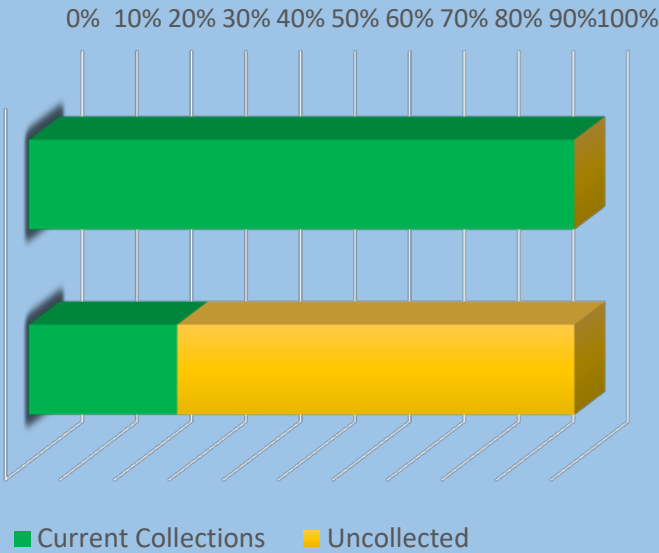
■ YTD Actuals
 ■ Encumbrances
 ■ Remaining Balance

Revenues:



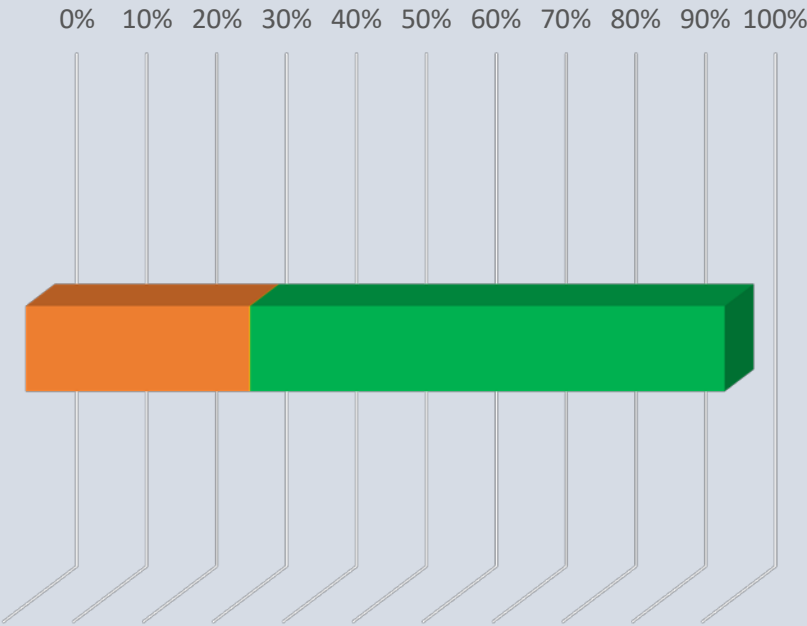
■ Current Collections
 ■ Uncollected

Revenue by Source



■ Current Collections
 ■ Uncollected

Breakdown by Department

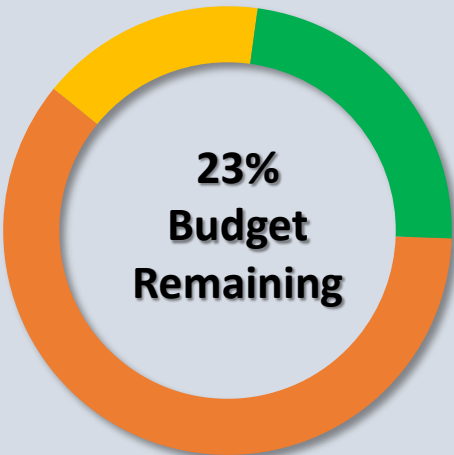


■ YTD Actuals
 ■ Outstanding Encumbrances
 ■ Remaining Budget

Library Fund

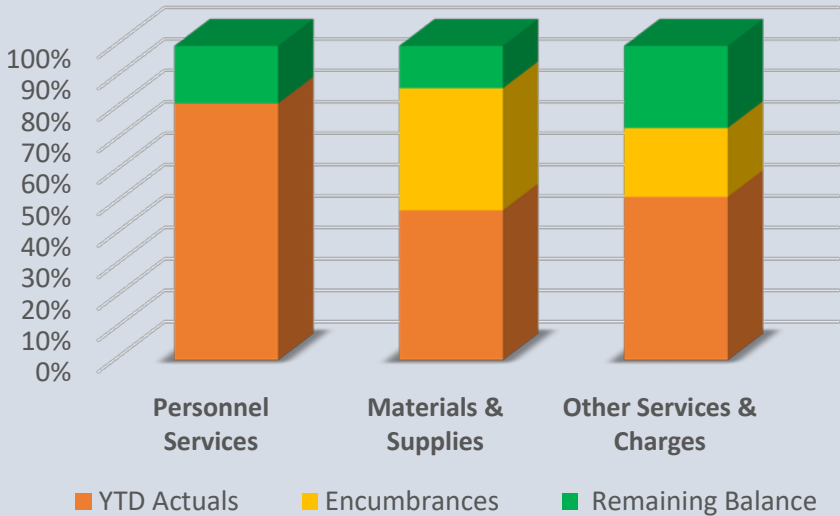
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	90,365.96
Expenditures:	69,507.48
Difference	20,858.48

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

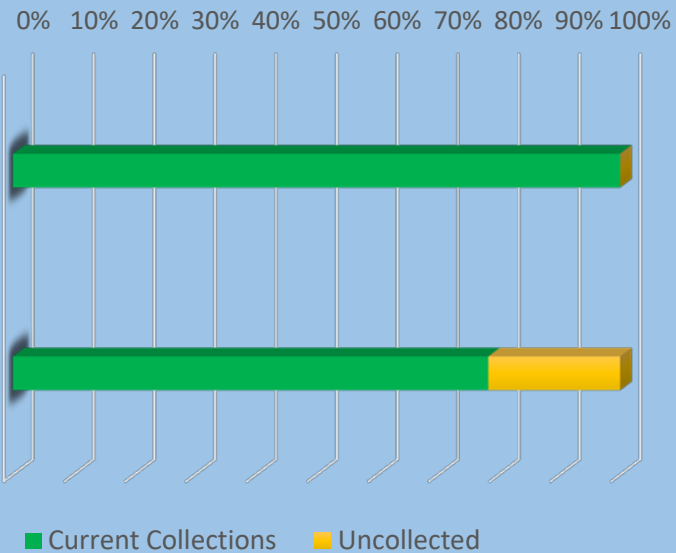


Revenues:

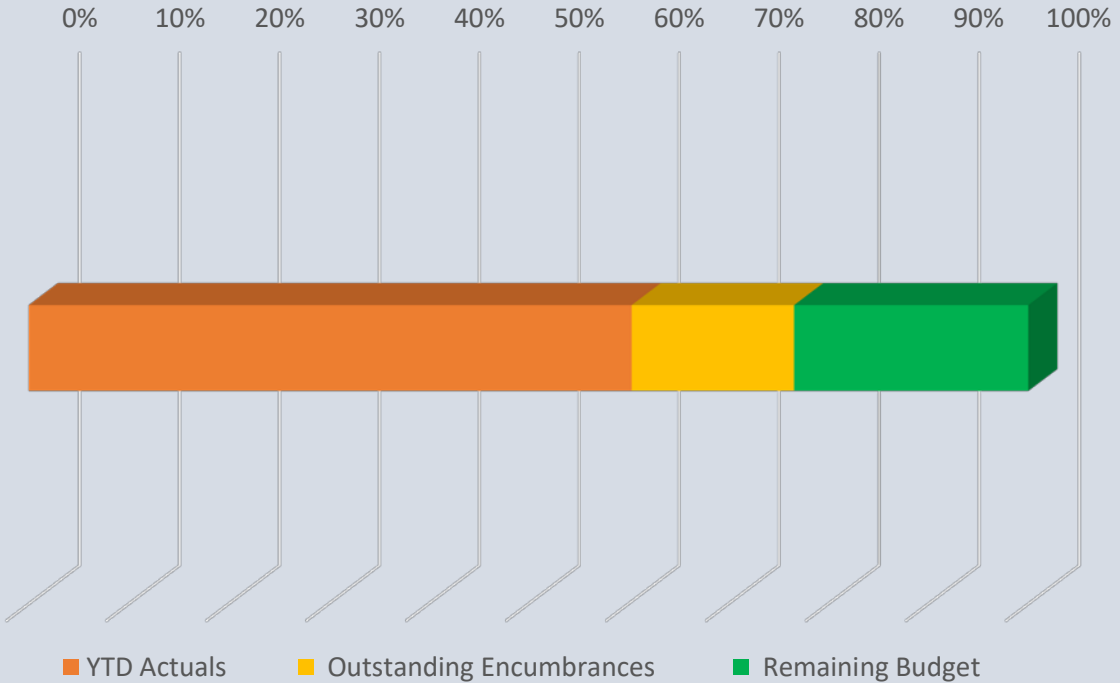


Current Collections Uncollected

Revenue by Source



Breakdown by Department



Cemetery Perpetual Fund

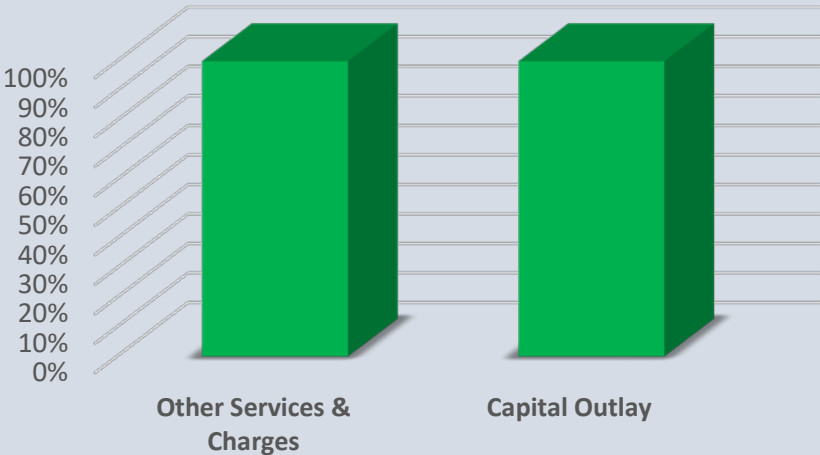
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	15,716.73
Expenditures:	0.00
Difference	15,716.73

Expenditures:



■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



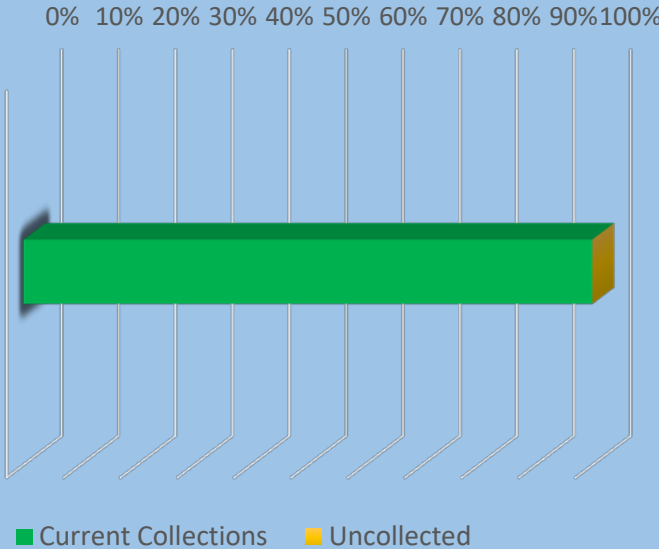
■ YTD Actuals ■ Encumbrances ■ Remaining Balance

Revenues:

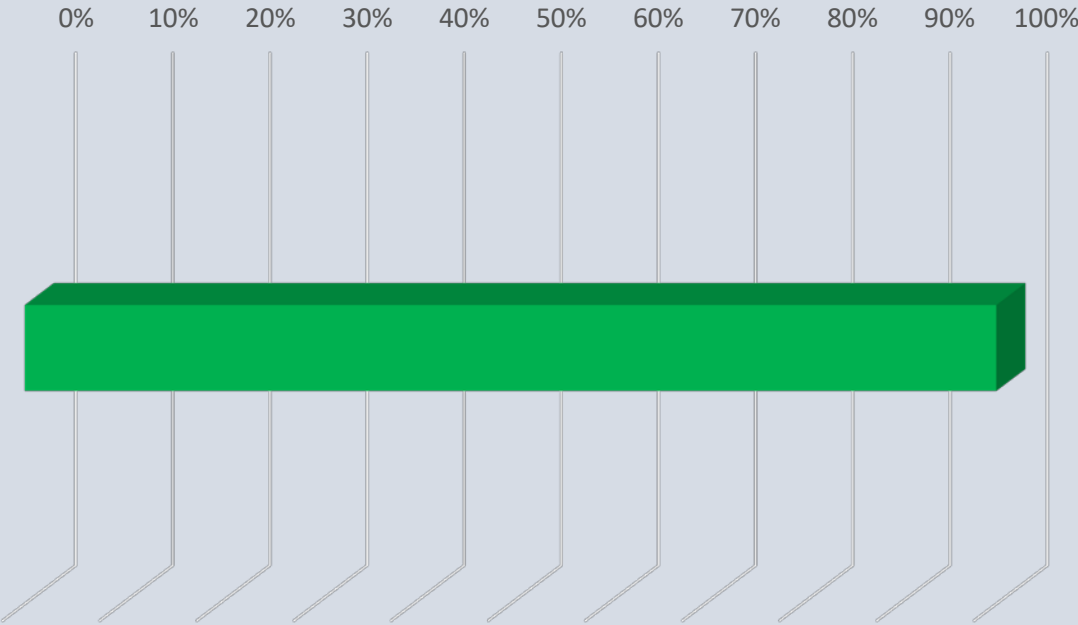


■ Current Collections ■ Uncollected

Revenue by Source



Breakdown by Department

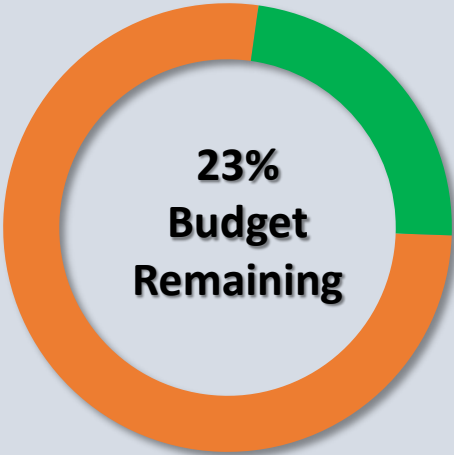


■ YTD Actuals ■ Outstanding Encumbrances ■ Remaining Budget

Gifts & Contributions Fund

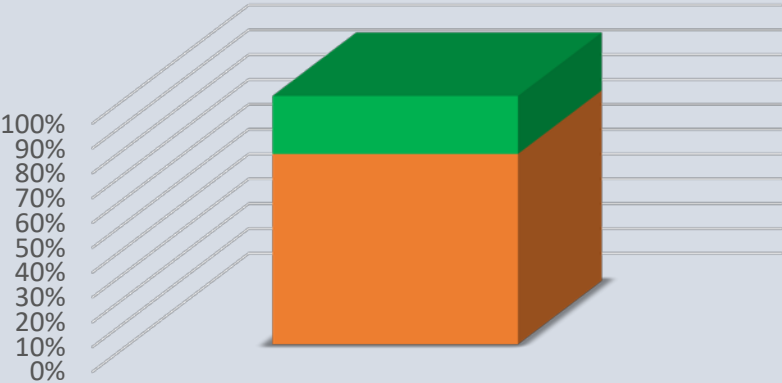
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	14,721.97
Expenditures:	3,986.10
Difference	10,735.87

Expenditures:



■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



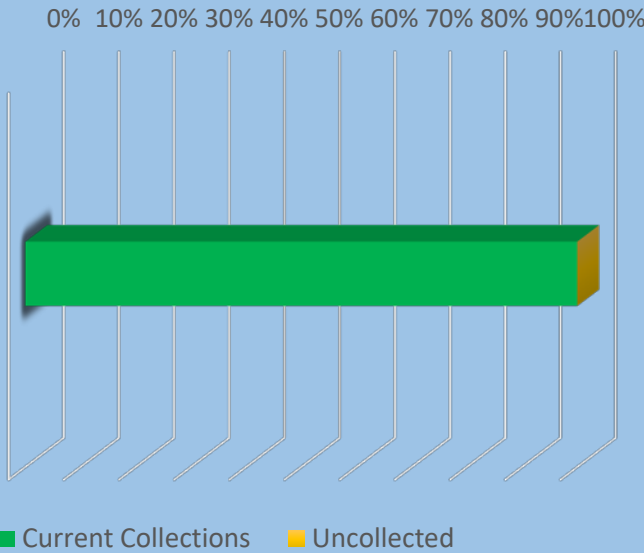
■ YTD Actuals ■ Encumbrances ■ Remaining Balance

Revenues:

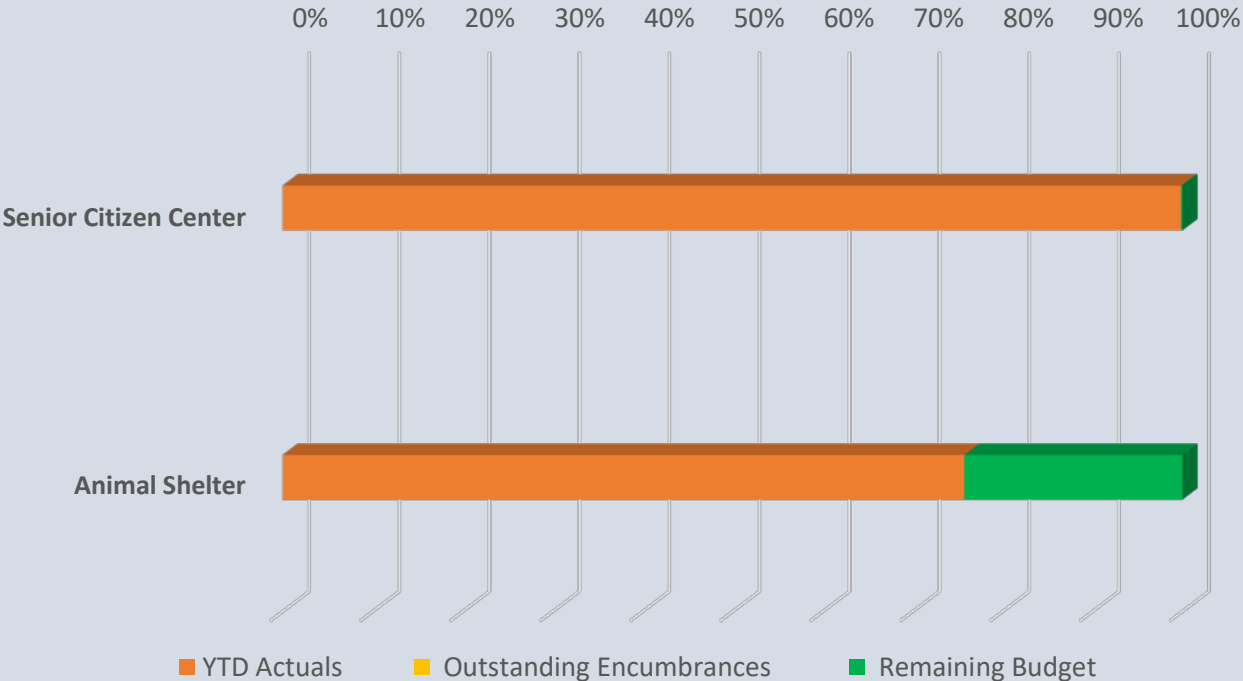


■ Current Collections ■ Uncollected

Revenue by Source



Breakdown by Department



Sister Cities Fund

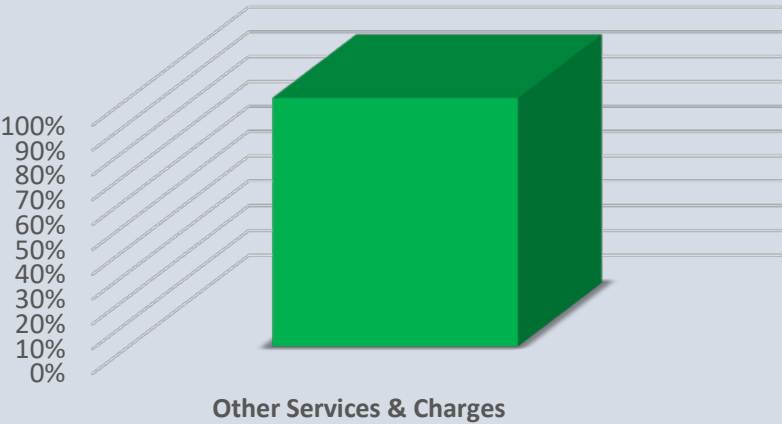
Revenues Vs Expenditures Summary 2021 Actuals YTD	
Revenues:	0.00
Expenditures:	0.00
Difference	0.00

Expenditures:



■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



■ YTD Actuals ■ Encumbrances ■ Remaining Balance

Revenues:



■ Current Collections ■ Uncollected

Revenue by Source

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Other Revenue

Transfers In

■ Current Collections ■ Uncollected

Breakdown by Department

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Sister Cities

■ YTD Actuals ■ Outstanding Encumbrances ■ Remaining Budget

Numbers Behind the Graphs

General Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	16,653,871.08	14,898,714.65	1,755,156.43
Intergovernmental Rev	3,131,000.00	3,088,500.29	42,499.71
Licenses & Permits	281,150.00	263,832.56	17,317.44
Fines & Forfeitures	553,860.00	512,990.62	40,869.38
Charges for Services	14,584.16	6,861.80	7,722.36
Rental Revenues	154,514.00	114,308.25	40,205.75
Interest Income	13,657.98	11,993.04	1,664.94
Other Revenues	321,816.09	301,475.71	20,340.38
Transfers In	5,946,601.20	667,033.83	5,279,567.37
Total	\$ 27,071,054.51	\$ 19,865,710.75	\$ 7,205,343.76

General Fund cont.

EXPENDITURES:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Transfers	Total
YTD Actuals	14,477,816.06	557,963.64	3,392,070.89	427,323.46	\$ 18,855,174.05
Encumbrances	7,186.10	106,193.72	465,205.89	-	\$ 578,585.71
Remaining Budget	3,443,618.89	93,677.64	1,076,673.82	1,215,916.93	\$ 5,829,887.28
Total Budget	\$ 17,928,621.05	\$ 757,835.00	\$ 4,933,950.60	\$ 1,643,240.39	\$ 25,263,647.04

Breakdown by Department

Department	YTD Actuals	Encumbrances	Remaining Budget	Total Budget
City Manager	516,986.34	32,466.27	107,473.92	\$ 656,926.53
City Attorney	195,882.23	23,466.57	30,651.20	\$ 250,000.00
Accounting	612,596.73	34,629.05	113,075.17	\$ 760,300.95
Information Systems	365,079.06	22,787.91	175,517.81	\$ 563,384.78
Municipal Court	269,050.67	46,023.96	57,453.81	\$ 372,528.44
City Clerk	236,994.75	4,237.78	102,653.22	\$ 343,885.75
Human Resources	230,515.85	19,770.37	45,983.81	\$ 296,270.03
Code Enforcement	607,838.09	11,164.16	305,388.25	\$ 924,390.50
Police Administration	479,705.53	5,288.01	160,753.44	\$ 645,746.98
Police Patrol	4,658,891.36	44,932.91	1,149,977.51	\$ 5,853,801.78
Criminal Investigation Division	918,519.79	1,534.55	232,995.25	\$ 1,153,049.59
Animal Control	175,552.48	6,883.98	57,921.15	\$ 240,357.61
Dispatch	566,745.21	7,723.99	122,768.87	\$ 697,238.07
Fire Prevention	562,817.69	1,734.56	68,755.99	\$ 633,308.24
Fire Suppression	3,882,435.10	67,960.14	959,101.10	\$ 4,909,496.34
Fire Training	126,608.89	13,598.70	60,932.82	\$ 201,140.41
Emergency Management	190,548.82	20,031.94	54,503.60	\$ 265,084.36
L.E.P.C.	-	-	1,000.00	\$ 1,000.00
Engineering	168,872.72	6,575.82	99,088.58	\$ 274,537.12
Streets	689,344.20	48,273.95	165,743.58	\$ 903,361.73
Traffic Control	214,609.65	6,728.16	51,913.44	\$ 273,251.25
Parks	684,271.92	26,300.98	172,824.47	\$ 883,397.37
Cemetery	372,035.64	16,071.94	79,031.52	\$ 467,139.10
Municipal Auditorium	22,969.16	1,000.00	18,806.07	\$ 42,775.23
Community Center	21,329.26	4,450.88	7,512.11	\$ 33,292.25
Senior Citizens	39,089.93	14,038.17	16,326.15	\$ 69,454.25
Expo Operations	516,174.21	-	39,922.06	\$ 556,096.27
Equipment Services	187,174.28	3,057.06	54,120.11	\$ 244,351.45
Building Maintenance	168,619.65	26,433.77	45,226.85	\$ 240,280.27
Transfers Out	1,145,694.80	-	1,362,105.59	\$ 2,507,800.39
Shared Costs (Allocated)	28,220.04	61,420.13	(89,640.17)	\$ -
Total Budget	\$ 18,855,174.05	\$ 578,585.71	\$ 5,829,887.28	\$ 25,263,647.04

Street & Alley Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	275,000.00	224,675.86	50,324.14
Licenses & Permits	1,500.00	2,110.00	(610.00)
Other Revenues	6,360.00	5,300.00	1,060.00
Transfers In	162,140.00	102,000.00	60,140.00
Total	\$ 445,000.00	\$ 334,085.86	\$ 110,914.14

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	324,764.64	\$ 324,764.64
Encumbrances	-	\$ -
Remaining Budget	120,235.36	\$ 120,235.36
Total Budget	\$ 445,000.00	\$ 445,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Streets	324,764.64	-	120,235.36	\$ 445,000.00
Total	\$ 324,764.64	\$ -	\$ 120,235.36	\$ 445,000.00

E-911 Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	280,000.00	236,563.00	43,437.00
Total	\$ 280,000.00	\$ 236,563.00	\$ 43,437.00

Expenditures:

Breakdown by Account Group

	Personal Services	Materials & Supplies	Other Services & Charges	Capital Outlay	Total
YTD Actuals	29,233.77	-	157,831.77	-	\$ 187,065.54
Encumbrances	-	2,269.48	116,746.67	-	\$ 119,016.15
Remaining Budget	95,766.23	2,730.52	-94,578.44	95,000.00	\$ 98,918.31
Total Budget	\$ 125,000.00	\$ 5,000.00	\$ 180,000.00	\$ 95,000.00	\$405,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Dispatch	187,065.54	119,016.15	98,918.31	\$ 405,000.00
Total	\$ 187,065.54	\$ 119,016.15	\$ 98,918.31	\$ 405,000.00

Revolving Oil & Gas Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Licenses & Permits	13,750.00	1,750.00	12,000.00
Total	\$ 13,750.00	\$ 1,750.00	\$ 12,000.00

Expenditures:

Breakdown by Account Group

	Transfers	Total
YTD Actuals	-	\$ -
Encumbrances	-	\$ -
Remaining Budget	310,729.00	\$ 310,729.00
Total Budget	\$ 310,729.00	\$ 310,729.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	-	-	310,729.00	\$ 310,729.00
Total	\$ -	\$ -	\$ 310,729.00	\$ 310,729.00

Economic Development Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	306,228.99	279,074.78	27,154.21
Interest Income	277.82	204.83	72.99
Total	\$ 306,506.81	\$ 279,279.61	\$ 27,227.20

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Transfers	Total
YTD Actuals	195,130.63	-	\$ 195,130.63
Encumbrances	62,265.77	-	\$ 62,265.77
Remaining Budget	356.4	15,000.00	\$ 15,356.40
Total Budget	\$ 257,752.80	\$ 15,000.00	\$ 272,752.80

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Economic Development	195,130.63	62,265.77	356.40	\$ 257,752.80
Transfers Out	-	-	15,000.00	\$ 15,000.00
Total	\$ 195,130.63	\$ 62,265.77	\$ 15,356.40	\$ 272,752.80

Spay/Neuter Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenues	2,500.00	2,185.00	315.00
Total	\$ 2,500.00	\$ 2,185.00	\$ 315.00

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	8,114.80	\$ 8,114.80
Encumbrances	1,234.00	\$ 1,234.00
Remaining Budget	1,151.20	\$ 1,151.20
Total Budget	\$ 10,500.00	\$ 10,500.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Animal Control	8,114.80	1,234.00	1,151.20	\$ 10,500.00
Total	\$ 8,114.80	\$ 1,234.00	\$ 1,151.20	\$ 10,500.00

Hotel/Motel Surcharge Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	430,000.00	373,467.89	56,532.11
Interest Income	50.00	-	50.00
Other Revenues	25,000.00	967.56	24,032.44
Total	\$ 455,050.00	\$ 374,435.45	\$ 80,614.55

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Transfers	Total
YTD Actuals	81,207.85	1,962.99	247,031.43	33,484.81	3,734.74	\$ 367,421.82
Encumbrances	-	2,547.13	21,963.62	8,044.79	-	\$ 32,555.54
Remaining Budget	27,248.36	1,689.88	43,162.95	(1,529.60)	565.26	\$ 71,136.85
Total Budget	\$ 108,456.21	\$ 6,200.00	\$312,158.00	\$ 40,000.00	\$ 4,300.00	\$471,114.21

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Tourism	274,097.48	32,555.54	36,561.19	\$ 343,214.21
Community Service Contracts	89,589.60	-	34,010.40	\$ 123,600.00
Transfers Out	3,734.74	-	565.26	\$ 4,300.00
Total	\$ 367,421.82	\$ 32,555.54	\$ 71,136.85	\$ 471,114.21

Police Sales Tax Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	382,786.10	348,843.35	33,942.75
Interest Income	347.27	256.02	91.25
Total	\$ 383,133.37	\$ 349,099.37	\$ 34,034.00

Expenditures:

Breakdown by Account Group

	Transfers	Total
YTD Actuals	349,099.37	\$ 349,099.37
Encumbrances	-	\$ -
Remaining Budget	33,686.73	\$ 33,686.73
Total Budget	\$ 382,786.10	\$ 382,786.10

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	349,099.37	-	33,686.73	\$ 382,786.10
Total	\$ 349,099.37	\$ -	\$ 33,686.73	\$ 382,786.10

Fire Sales Tax Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	382,786.10	348,843.35	33,942.75
Interest Income	347.27	256.02	91.25
Total	\$ 383,133.37	\$ 349,099.37	\$ 34,034.00

Expenditures:

Breakdown by Account Group

	Transfers	Total
YTD Actuals	349,099.37	\$ 349,099.37
Encumbrances	-	\$ -
Remaining Budget	33,686.73	\$ 33,686.73
Total Budget	\$ 382,786.10	\$ 382,786.10

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	349,099.37	-	33,686.73	\$ 382,786.10
Total	\$ 349,099.37	\$ -	\$ 33,686.73	\$ 382,786.10

Tax Increment Finance Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	41,600.00	127,732.11	(86,132.11)
Total	\$ 41,600.00	\$ 127,732.11	\$ (86,132.11)

Expenditures:

Breakdown by Account Group

	Capital Outlay	Total
YTD Actuals	-	\$ -
Encumbrances	-	\$ -
Remaining Budget	41,600.00	\$ 41,600.00
Total Budget	\$ 41,600.00	\$ 41,600.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Planning	-	-	41,600.00	\$ 41,600.00
Total	\$ -	\$ -	\$ 41,600.00	\$ 41,600.00

Drug Forfeiture Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental Rev	4,000.00	-	4,000.00
Other Revenue	-	1.11	(1.11)
Total	\$ 4,000.00	\$ 1.11	\$ 3,998.89

Expenditures:

Breakdown by Account Group

	Materials and Supplies	Total
YTD Actuals	5,215.04	\$ 5,215.04
Encumbrances	1,318.55	\$ 1,318.55
Remaining Budget	5,466.41	\$ 5,466.41
Total Budget	\$ 12,000.00	\$ 12,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Police Patrol	5,215.04	1,318.55	5,466.41	\$ 12,000.00
Total	\$ 5,215.04	\$ 1,318.55	\$ 5,466.41	\$ 12,000.00

CDBG Grants

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental Rev	656,000.00	253,972.54	402,027.46
Other Revenues	17,315.00	4,393.44	12,921.56
Transfers In	206,849.71	60,328.32	146,521.39
Total	\$ 880,164.71	\$ 318,694.30	\$ 561,470.41

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	63,797.78	108.51	201,879.32	265,785.61
Encumbrances	-	-	35,886.00	35,886.00
Remaining Budget	63,359.12	391.49	329,081.16	392,831.77
Transfers Out	-	-	146,521.39	146,521.39
Total Budget	\$ 127,156.90	\$ 500.00	\$ 713,367.87	\$ 841,024.77

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
CDBG Administration	32,305.02	200.00	93,058.87	\$ 125,563.89
CDBG Housing Rehab	233,480.59	35,686.00	299,772.90	\$ 568,939.49
Transfers	-	-	146,521.39	\$ 146,521.39
Total	\$ 265,785.61	\$ 35,886.00	\$ 539,353.16	\$ 841,024.77

ODOC NSP Program

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenue	-	4,790.80	(4,790.80)
Transfers In	19,549.64	-	19,549.64
Total	\$ 19,549.64	\$ 4,790.80	\$ 14,758.84

Expenditures:

Breakdown by Account Group

	Transfers Out	Total
YTD Actuals	60,328.32	\$ 60,328.32
Encumbrances	-	\$ -
Remaining Budget	48,419.66	\$ 48,419.66
Total Budget	\$ 108,747.98	\$ 108,747.98

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	60,328.32	-	48,419.66	\$ 108,747.98
Total	\$ 60,328.32	\$ -	\$ 48,419.66	\$ 108,747.98

Home Rehab Program Income

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenue	-	3,283.92	(3,283.92)
Transfers In	277,000.00	-	277,000.00
Total	\$ 277,000.00	\$ 3,283.92	\$ 273,716.08

Expenditures:

Breakdown by Account Group

	Transfers Out	Total
YTD Actuals	-	\$ -
Encumbrances	-	\$ -
Remaining Budget	92,487.35	\$ 92,487.35
Total Budget	\$ 92,487.35	\$ 92,487.35

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	-	-	92,487.35	\$ 92,487.35
Total	\$ -	\$ -	\$ 92,487.35	\$ 92,487.35

Capital Improvement Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	2,373,274.27	2,162,829.18	210,445.09
Intergovernmental Rev	-	26,824.00	(26,824.00)
Interest Income	3,153.07	863.10	2,289.97
Other Revenues	171,694.57	87,127.45	84,567.12
Total	\$ 2,548,121.91	\$ 2,277,643.73	\$ 270,478.18

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Capital Outlay	Debt Service	Transfers	Total
YTD Actuals	718.36	314,278.05	833,477.87	-	\$ 1,148,474.28
Encumbrances	-	190,755.66	-	-	\$ 190,755.66
Remaining Budget	1,281.64	253,066.29	277,066.25	861,000.00	\$ 1,392,414.18
Total Budget	\$ 2,000.00	\$ 758,100.00	\$ 1,110,544.12	\$ 861,000.00	\$ 2,731,644.12

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Finance	718.36	-	1,281.64	\$ 2,000.00
Information Systems	70,503.58	25,506.37	43,990.05	\$ 140,000.00
City Clerk	-	-	10,000.00	\$ 10,000.00
Police Patrol	92,422.79	30,422.00	1,155.21	\$ 124,000.00
Fire Suppression	7,514.01	62,553.46	40,432.53	\$ 110,500.00
Streets	28,012.30	-	1,987.70	\$ 30,000.00
Parks	95,321.74	1,781.10	36,497.16	\$ 133,600.00
Library	7,450.00	-	2,550.00	\$ 10,000.00
Municipal Auditorium	-	-	10,000.00	\$ 10,000.00
Senior Center	3,488.24	-	6,511.76	\$ 10,000.00
Expo Center	4,500.00	20,416.60	65,083.40	\$ 90,000.00
Equipment Services	-	-	10,000.00	\$ 10,000.00
Building Maintenance	5,065.39	50,076.13	24,858.48	\$ 80,000.00
Debt Service	833,477.87	-	277,066.25	\$ 1,110,544.12
Transfers Out	-	-	861,000.00	\$ 861,000.00
Total	\$ 1,148,474.28	\$ 190,755.66	\$ 1,392,414.18	\$ 2,731,644.12

Street Improvement Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	2,679,503.07	2,441,903.80	237,599.27
Intergovernmental Rev	1,000,000.00	-	1,000,000.00
Interest Income	7,430.88	1,328.07	6,102.81
Other Revenues	175,412.43	175,412.43	-
Transfers In	676,971.75	300,000.00	376,971.75
Total	\$ 4,539,318.13	\$ 2,918,644.30	\$ 1,620,673.83

Expenditures:

Breakdown by Account Group

	Other Charges & Services	Capital Outlay	Debt Service	Transfers	Total
YTD Actuals	189.20	2,033,739.83	250.00	-	\$ 2,034,179.03
Encumbrances	-	477,721.59	-	-	\$ 477,721.59
Remaining Budget	1,810.80	3,316,522.17	54,750.00	1,148,713.21	\$ 4,521,796.18
Total Budget	\$ 2,000.00	\$ 5,827,983.59	\$ 55,000.00	\$ 1,148,713.21	\$ 7,033,696.80

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Engineering	1,731,662.72	266,990.50	3,266,330.37	\$ 5,264,983.59
Streets	269,437.31	210,731.09	89,831.60	\$ 570,000.00
Traffic Control	33,079.00	-	16,921.00	\$ 50,000.00
Transfers Out	-	-	1,148,713.21	\$ 1,148,713.21
Total	\$ 2,034,179.03	\$ 477,721.59	\$ 4,521,796.18	\$ 7,033,696.80

2018 Capital Improvement Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	3,062,289.29	2,790,747.26	271,542.03
Interest Income	4,778.15	3,124.60	1,653.55
Other Revenue	16,875,029.42	16,904,553.67	(29,524.25)
Total	\$ 19,942,096.86	\$ 19,698,425.53	\$ 243,671.33

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Capital Outlay	Debt Service	Total
YTD Actuals	13,950.01	3,143,593.75	824,231.56	\$ 3,981,775.32
Encumbrances	53,115.00	1,109,008.03	-	\$ 1,162,123.03
Remaining Budget	103,364.99	15,856,223.01	1,820,614.69	\$ 17,780,202.69
Total Budget	\$ 170,430.00	\$ 20,108,824.79	\$ 2,644,846.25	\$ 22,924,101.04

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Finance	500.01		1,499.99	\$ 2,000.00
Police Patrol	2,681,780.91	1,098,271.94	67,616.94	\$ 3,847,669.79
Engineering	-	-	1,750,000.00	\$ 1,750,000.00
Streets	350,723.91	23,401.09	5,162,030.00	\$ 5,536,155.00
Parks	17,950.00	13,450.00	8,662,030.00	\$ 8,693,430.00
Aquatic Center	91,733.00	-	(91,733.00)	\$ -
Library	14,855.93	-	35,144.07	\$ 50,000.00
Building Maintenance	-	27,000.00	373,000.00	\$ 400,000.00
Debt Service	824,231.56	-	1,820,614.69	\$ 2,644,846.25
Total	\$ 3,981,775.32	\$ 1,162,123.03	\$ 17,780,202.69	\$ 22,924,101.04

Aquatic Center

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Charges for Services	102,500.00	43,412.50	59,087.50
Other Revenues	12,000.00	5,548.15	6,451.85
Interest Income	37,500.00	22,986.20	14,513.80
Transfers In	202,366.73	162,672.74	39,693.99
Total	\$ 354,366.73	\$ 234,619.59	\$119,747.14

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Total
YTD Actuals	190,922.84	18,759.77	20,792.78	85.01	\$ 230,560.40
Encumbrances	-	29,697.83	16,231.96	-	\$ 45,929.79
Remaining Budget	64,507.33	18,242.40	2,755.26	14.99	\$ 85,519.98
Total Budget	\$ 255,430.17	\$ 66,700.00	\$ 39,780.00	\$ 100.00	\$362,010.17

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Pool	230,560.40	45,929.79	85,519.98	\$ 362,010.17
Total	\$ 230,560.40	\$ 45,929.79	\$ 85,519.98	\$ 362,010.17

Shawnee Municipal Authority

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental Rev	68,609.89	68,609.89	-
Licenses and Permits	27,000.00	21,924.00	5,076.00
Charges for Services	14,455,320.00	12,512,841.40	1,942,478.60
Interest Income	10,000.00	34,332.40	(24,332.40)
Other Revenues	2,973,495.35	2,888,692.63	84,802.72
Transfers In	1,979,713.21	-	1,979,713.21
Total	\$ 19,514,138.45	\$ 15,526,400.32	\$ 3,987,738.13

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Debt Service	Transfers	Total
YTD Actuals	2,245,335.54	581,611.40	5,068,272.11	984,797.67	2,266,722.96	-	\$ 11,146,739.68
Encumbrances	739.28	98,902.28	676,095.44	62,075.00	-	-	\$ 837,812.00
Remaining Budget	749,166.18	58,888.15	1,297,054.28	479,669.92	79,270.13	4,866,000.00	\$ 7,530,048.66
Total Budget	\$ 2,995,241.00	\$ 739,401.83	\$ 7,041,421.83	\$ 1,526,542.59	\$ 2,345,993.09	\$ 4,866,000.00	\$ 19,514,600.34

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Utility Billing	505,910.51	23,077.38	190,847.70	\$ 719,835.59
Utility Administration	4,442,536.96	438,585.59	833,047.65	\$ 5,714,170.20
Lake Operations	81,906.09	8,500.00	73,793.91	\$ 164,200.00
Water Production	983,934.95	191,267.02	320,197.87	\$ 1,495,399.84
Water Distribution	1,566,232.97	47,492.45	180,657.94	\$ 1,794,383.36
North Sewer Treatment Plt	354,339.97	87,215.31	141,805.55	\$ 583,360.83
South Sewer Treatment Plt	537,762.87	27,776.51	186,406.21	\$ 751,945.59
Sewer Collection	407,392.40	13,897.74	658,021.70	\$ 1,079,311.84
Debt Service	2,266,722.96	-	79,270.13	\$ 2,345,993.09
Transfers Out	-	-	4,866,000.00	\$ 4,866,000.00
Total	\$ 11,146,739.68	\$ 837,812.00	\$ 7,530,048.66	\$ 19,514,600.34

Shawnee Airport Authority

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental Rev	815,585.00	698,644.00	116,941.00
Rental Revenues	283,844.45	257,638.37	26,206.08
Other Revenues	150,362.17	102,993.72	47,368.45
Transfers In	192,460.00	72,460.00	120,000.00
Total	\$ 1,442,251.62	\$ 1,131,736.09	\$ 310,515.53

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Total
YTD Actuals	162,929.43	83,188.17	75,862.36	736,298.18	\$ 1,058,278.14
Encumbrances	-	160,410.04	41,936.64	-	\$ 202,346.68
Remaining Budget	33,192.60	2,751.79	42,798.00	127,759.97	\$ 206,502.36
Total Budget	\$ 196,122.03	\$ 246,350.00	\$ 160,597.00	\$ 864,058.15	\$ 1,467,127.18

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Airport	1,058,278.14	\$202,346.68	206,502.36	\$ 1,467,127.18
Total	\$ 1,058,278.14	\$ 202,346.68	\$ 206,502.36	\$ 1,467,127.18

Workers' Compensation Self-Insurance Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenues	-	7,409.81	(7,409.81)
Transfers In	809,683.00	220,482.55	589,200.45
Total	\$ 809,683.00	\$ 227,892.36	\$ 581,790.64

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	258,733.67	\$ 258,733.67
Encumbrances	1,000.00	\$ 1,000.00
Remaining Budget	549,949.27	\$ 549,949.27
Total Budget	\$ 809,682.94	\$ 809,682.94

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Workers' Comp Self- Insurance Fund	258,733.67	1,000.00	549,949.27	\$ 809,682.94
Total	\$ 258,733.67	\$ 1,000.00	\$ 549,949.27	\$ 809,682.94

Library Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenue	-	175.24	(175.24)
Transfers In	115,191.79	90,190.72	25,001.07
Total	\$ 115,191.79	\$ 90,365.96	\$ 24,825.83

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	27,051.35	2,088.65	40,367.48	\$ 69,507.48
Encumbrances	-	1,701.13	17,020.21	\$ 18,721.34
Remaining Budget	6,080.42	590.22	20,292.31	\$ 26,962.95
Total Budget	\$ 33,131.77	\$ 4,380.00	\$ 77,680.00	\$ 115,191.77

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Library	69,507.48	18,721.34	26,962.95	\$ 115,191.77
Total	\$ 69,507.48	\$ 18,721.34	\$ 26,962.95	\$ 115,191.77

Cemetery Perpetual Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Transfers In	4,000.00	15,716.73	(11,716.73)
Total	\$ 4,000.00	\$ 15,716.73	\$ (11,716.73)

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Capital Outlay	Total
YTD Actuals	-	-	\$ -
Encumbrances	-	-	\$ -
Remaining Budget	4,500.00	20,000.00	\$ 24,500.00
Total Budget	\$ 4,500.00	\$ 20,000.00	\$ 24,500.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Cemetery	-	-	24,500.00	\$ 24,500.00
Total	\$ -	\$ -	\$ 24,500.00	\$ 24,500.00

Gifts & Contributions Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Gifts and Donations	13,531.97	14,721.97	(1,190.00)
Total	\$ 13,531.97	\$ 14,721.97	\$ (1,190.00)

Expenditures:

Breakdown by Account Group

	Materials and Supplies	Total
YTD Actuals	3,986.10	\$ 3,986.10
Encumbrances	-	\$ -
Remaining Budget	1,213.90	\$ 1,213.90
Total Budget	\$ 5,200.00	\$ 5,200.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Senior Citizen Center	199.71		0.29	200.00
Animal Shelter	3,786.39		1,213.61	5,000.00
Total	3,986.10	-	1,213.90	5,200.00

Sister Cities Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenue	15,000.00	-	15,000.00
Transfers In	15,000.00	-	15,000.00
Total	\$ 30,000.00	\$ -	\$ 30,000.00

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	-	\$ -
Encumbrances	-	\$ -
Remaining Budget	30,000.00	\$ 30,000.00
Total Budget	\$ 30,000.00	\$ 30,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Sister Cities	-	-	30,000.00	\$ 30,000.00
Total	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00

Regular Board of Commissioners**16.**

Meeting Date: 05/17/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

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.

Attachments**Resolution**

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, IN SHAWNEE, OKLAHOMA, ON THE 17TH DAY OF MAY, 2021, AT 6:00 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Attorney. Commissioner _____, moved passage of the Resolution and Commissioner _____, seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. _____

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.

WHEREAS, the Shawnee Municipal Authority (the "Authority") did, by its Resolution adopted May 17, 2021, authorize the issuance, sale and delivery of its Series 2021 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board, in order to finance the construction of improvements to the Authority's water treatment systems in the original principal amount of \$ _____; and

WHEREAS, the City Commission hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Commission of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Shawnee Municipal Authority, Pottawatomie County, Oklahoma, Series 2021 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$ _____ (the “2021 Note”), all as approved by said Authority on May 17, 2021, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2021 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of January 12, 1971, as amended by an Amendment to Lease Agreement dated as of July 1, 1990, between the City and the Authority (collectively, the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2021 Note is paid.

Section 4. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2021 Note and all other aspects of the transaction.

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PASSED AND APPROVED THIS 17TH DAY OF MAY, 2021.

CITY OF SHAWNEE, OKLAHOMA

By _____
Mayor

ATTEST:

By _____
City Clerk

(SEAL)

DRAFT

STATE OF OKLAHOMA)
)SS
COUNTY OF POTTAWATOMIE)

I, the undersigned, City Clerk of the City of Shawnee, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Commissioners of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 17TH DAY OF MAY, 2021.

(SEAL)

City Clerk

Regular Board of Commissioners**17.**

Meeting Date: 05/17/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

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.

Attachments**Resolution**

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, IN SHAWNEE, OKLAHOMA, ON THE 17TH DAY OF MAY, 2021, AT 6:00 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Attorney. Commissioner _____, moved passage of the Resolution and Commissioner _____, seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. _____

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.

WHEREAS, the City Commission heretofore adopted Resolution No. 6623 dated December 7, 2020 which is replaced and superseded by this Resolution; and

WHEREAS, the Shawnee Municipal Authority (the "Authority") did, by its Resolution adopted May 17, 2021, authorize the issuance, sale and delivery of its Series 2021 Clean Water SRF Promissory Note to Oklahoma Water Resources Board, in order to finance the construction of improvements to the Authority's wastewater treatment systems and in order to sponsor a non-point source wetlands project which will involve construction of a sedimentation basin to prevent sediment

loading to Wes Watkins Reservoir and all related appurtenances, which Note will be in the original principal amount of \$13,500,000; and

WHEREAS, the City Commission hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Commission of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Shawnee Municipal Authority, Pottawatomie County, Oklahoma, Series 2021 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$13,500,000 (the “2021 Note”), all as approved by said Authority on May 17, 2021, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2021 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of January 12, 1971, as amended by an Amendment to Lease Agreement dated as of July 1, 1990, between the City and the Authority (collectively, the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2021 Note is paid.

Section 4. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2021 Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2021.

CITY OF SHAWNEE, OKLAHOMA

By _____
Mayor

ATTEST:

By _____
City Clerk

(SEAL)

DRAFT

STATE OF OKLAHOMA)
)SS
COUNTY OF POTTAWATOMIE)

I, the undersigned, City Clerk of the City of Shawnee, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Commissioners of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 17TH DAY OF MAY, 2021.

(SEAL)

City Clerk