

AGENDA
BOARD OF CITY COMMISSIONERS
February 1, 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 Shawnee Airport Authority Agenda Item No. 2.
 - b. Minutes from the January 19, 2021 regular meeting.
 - c. Mayor's Appointments:

Shawnee Civic and Cultural Development Authority
Carl Packwood 2nd Full Term Expires: December 31, 2024
Reappointment

Lance Wortham 2nd Full Term Expires: December 31, 2024
Reappointment

Traffic Commission
Steve Reese 1st Full Term Expires: January 1, 2024
Replaces Travis Flood – Termed out
 - d. Lake Lease Transfers:

TRANSFERS:
Lot 2 Roewe Tract, 15513 Perry Rd
From: Deanna Bradley
To: Michael Kensell

3. Presentation by Animal Control to present the Pet of the Week.
4. Discussion and consideration of a contract with CEC Corporation for professional design services regarding the Independence Street Sidewalk Design Project from Kickapoo Street to Harrison Street.
5. Discussion and consideration of a contract with Crafton Tull for professional design services regarding the Highland Street Sidewalk Design Project from Harrison Street to Bryan Street.
6. Discussion and consideration of a contract with Olsson, Inc. for professional design services regarding the Kickapoo Street Sidewalk Design Project from Interstate 40 to MacArthur Street.
7. Consider a resolution canvassing the results of the Special Election conducted in the City of Shawnee, Oklahoma on the 12th day of January, 2021 for the approval of Ordinance No. 2697NS granting a franchise to ONE Gas, Inc., acting by and through its Oklahoma Natural Gas Company division, and its successors and assigns, for the sale, transportation and distribution of natural gas, and accepting the results of such Special Election and declaring the measure as passed.
8. Consider a resolution declaring certain items surplus property and authorizing the sale of said items at auction or disposal at the City of Shawnee's discretion.
9. Consider Bids:
 - a. Shawnee Splash Waterpark Pool Paint Project (Award)
10. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
11. Commissioners Comments
12. Consider an Executive Session to discuss the Municipal Judge's performance evaluation and employment contract pursuant to 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."
13. Consider matters discussed in Executive Session regarding the Municipal Judge's performance evaluation and employment contract pursuant to 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

14. 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: 02/01/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the January 19, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JANUARY 19, 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, Tuesday, January 19, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:30 p.m. on January 14, 2021. Mayor Bolt presided and Mr. Deion Frasier called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Commissioner Flood read a prayer by
Martin Luther King Jr.

FLAG SALUTE

AGENDA ITEM NO. 1:

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

There was no Citizens Participation.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the December 21, 2020 regular meeting.

b. Acknowledge the following reports:

- Shawnee Community Beautification Committee Minutes from the November 19, 2020 regular meeting
- License Payment Report for December 2020
- Project Payment Report for December 2020

c. Acceptance of a right-of-way easement agreement for property along 921 East MacArthur Street.

d. Approve Change Order No. 3 for Shawnee Police Department Architect's Project No. 1811, 912 East Independence, Shawnee, Oklahoma 74801.

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

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

NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officer Spoon presented Barney, an eighteen-month-old male canine Officer Spoon described as sweet and shy. Barney is up for adoption.

Officer Spoon advised that the Animal Shelter had five adoptions today. She also advised that there are currently eighteen dogs, a cat and a pig at the shelter.

AGENDA ITEM NO. 4:

Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 22 [Planning and Development], Article I [In General], of the City Code establishing a fee-in-lieu of providing detention facilities for water runoff; providing for severability, codification, repealer, and emergency clause.

City Engineer Seth Barkhimer provided a staff report. He explained this is a housekeeping item that is part of the drainage ordinance adopted in 1998 which states that a fee-in-lieu of detention facilities should be established by separate ordinance.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve an ordinance of the City of Shawnee, Oklahoma amending Chapter 22 [Planning and Development], Article I [In General], of the City Code establishing a fee-in-lieu of providing detention facilities for water runoff; providing for severability, codification, repealer, and emergency clause.

Ordinance No. 2709NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 22 [PLANNING AND DEVELOPMENT], ARTICLE I [IN GENERAL], OF THE CITY CODE, ESTABLISHING A FEE-IN-LIEU OF PROVIDING DETENTION FACILITIES FOR WATER RUNOFF; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEALER, AND EMERGENCY CLAUSE.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2709NS was adopted by the City Commission

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the emergency clause relating to Ordinance No. 2709NS. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 5:

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that sets a fee-in-lieu of providing detention facilities for water runoff and providing for the re-adoption of the City Fee Schedule in whole.

City Engineer Seth Barkhimer explained the proposed resolution sets the rate for the fee-in-lieu of providing detention facilities for water runoff.

Resolution No. 6624 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT SETS A FEE-IN-LIEU OF PROVIDING DETENTION FACILITIES FOR WATER RUNOFF; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

A motion was made by Commissioner Weaver, seconded by Commissioner Sehorn, to approve a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that sets a fee-in-lieu of providing detention facilities for water runoff and providing for the re-adoption of the City Fee Schedule in whole. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 6:

Public hearing and consideration of an ordinance to rezone property located at 301 North Kickapoo Avenue on the northeast corner of North Kickapoo Avenue and West 10th Street, containing 0.56-acre, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) for the purpose of marketing for a future business. Case No. RZ01-21, Applicant: Kevin Mankin on behalf of Jackline Mankin.

Planning Director Rebecca Blaine provided a staff report.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 301 North Kickapoo Avenue on the northeast corner of North Kickapoo Avenue and West 10th Street, containing 0.56-acre, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District). No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Weaver, seconded by Vice Mayor Rutherford, to approve the ordinance rezoning property located at 301 North Kickapoo Avenue on the northeast corner of North Kickapoo Avenue and West 10th Street, containing 0.56-acre, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District).

Ordinance No. 2710NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), AND TWENTY-THREE (23), BLOCK SIX (6), AMENDED PLAT OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2710NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

Public hearing and consideration of an ordinance to rezone property located at 1825 North Beard Street on the east side of North Beard Street just south of West Emmett Street, containing 0.17-acre, from R-1 (Single Family Residential District) to R-1 (Single Family Residential District) with a CUP (Conditional Use Permit) for the purpose of a short-term rental property (Airbnb). Case No. RZ02-21, Applicant: Thomas Humphreys.

Planning Director Rebecca Blaine provided a staff report. She stated that the property is located across from the old Woodrow Wilson School and there have been no written responses from nearby property owners. She advised that Staff and the Planning Commission recommend approval.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 1825 North Beard Street on the east side of North Beard Street just south of West Emmett Street, containing 0.17-acre, from R-1 (Single Family Residential District) to R-1 (Single Family Residential District) with a CUP (Conditional Use Permit). No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Weaver, seconded by Commissioner Matthews, to approve the ordinance rezoning property located at 1825 North Beard Street on the east side of North Beard Street just south of West Emmett Street, containing 0.17-acre, from R-1 (Single Family Residential District) to R-1 (Single Family Residential District) with a CUP (Conditional Use Permit).

Ordinance No. 2711NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: SOUTH THREE (3) FEET OF LOT NINETEEN (19) AND ALL OF LOTS TWENTY (20) AND TWENTY-ONE (21), BLOCK ONE (1) BLAKENEY'S ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FROM ZONING CLASSIFICATION R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2711NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance to rezone property located at 303 South Leo Street, containing 2.15-acres, from A-1 (Rural Agricultural District) to R-E (Residential Estates District) for the purpose of a legal, conforming lot. Case No. RZ03-21, Applicant: James Whitefield.

Planning Director Rebecca Blaine gave a staff report regarding Agenda Item Nos. 8 and 9. She advised that a lot split was not done by the City and both lots need to be rezoned to be legal, conforming lots.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 303 South Leo Street, containing 2.15-acres, from A-1 (Rural Agricultural District) to R-E (Residential Estates District). No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve the ordinance rezoning property located at 303 South Leo Street, containing 2.15-acres, from A-1 (Rural Agricultural District) to R-E (Residential Estates District).

Ordinance No. 2712NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 2285.30 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/C SW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 313.50 FEET; THENCE NORTH 298.70 FEET; THENCE WEST 313.50 FEET; THENCE SOUTH 298.70 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-E (RESIDENTIAL ESTATES DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2712NS was adopted by the City Commission.

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 431 South Leo Street, containing 2.33-acres, from A-1 (Rural Agricultural District) to R-E (Residential Estates District) for the purpose of a legal, conforming lot. Case No. RZ04-21, Applicant: James Whitefield.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 431 South Leo Street, containing 2.33-acres, from A-1 (Rural Agricultural District) to R-E (Residential Estates District). No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the ordinance rezoning property located at 431 South Leo Street, containing 2.33-acres, from A-1 (Rural Agricultural District) to R-E (Residential Estates District).

Ordinance No. 2713NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT THE POINT 1615 FEET NORTH OF THE SOUTHWEST CORNER (SW/C) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE NORTH 646 FEET; THENCE 643.50 FEET; SOUTH 646 FEET; THENCE EAST 643.50 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-E (RESIDENTIAL ESTATES DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2713NS was adopted by the City Commission.

AGENDA ITEM NO. 10:

Consideration of a re-plat of a Final Plat for Shawnee Mall Subdivision Section 3, a portion of Block "A", Lots 2 and 8 for the creation of five (5) new lots. Case No. PL01-21, Applicant: Mason Schwartz on behalf of Shawnee Mall Owner, LLC.

Planning Director Rebecca Blaine gave a staff report. She advised that this is just subdividing five spaces in Shawnee Mall.

Mr. Mason Schwartz, on behalf of Shawnee Mall Owner, LLC., explained national retailers are being creative by selling the underlying dirt under retailers to raise capital in unique ways. He stated that there would be no change in Shawnee Mall management. Staff and the Planning Commission recommend approval.

A motion was made by Commissioner Flood, seconded by Commissioner Weaver, to approve a Final Plat for Shawnee Mall Subdivision Section 3, a portion of Block "A", Lots 2 and 8 for the creation of five (5) new lots. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 11:

Consideration of a Preliminary Plat for Bentley Oaks Addition, a 0.99-acre tract located on the south side of Hardesty Drive west of Concord Boulevard. Case No. PL02-21, Applicant: Justin Ramer, J. Bentley Construction, LLC.

Planning Director Rebecca Blaine explained the proposed plat would provide five new buildable lots adjacent to Smoking Oaks subdivision that are in line with the comprehensive plan. She advised there is no detention requirement due to the small size of the plat. She also advised that the plat went before the Zoning Board of Adjustment for a lot size variance and each lot received a one-foot reduction. She stated that Staff and Planning Commission recommend approval.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve a Preliminary Plat for Bentley Oaks Addition, a 0.99-acre tract located on the south side of Hardesty Drive west of Concord Boulevard. Motion carried 7-0.

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

AGENDA ITEM NO. 12:

Consideration of a Final Plat for Bentley Oaks Addition, a 0.99-acre tract located on the south side of Hardesty Drive west of Concord Boulevard. Case No. PL02-21, Applicant: Justin Ramer, J. Bentley Construction, LLC.

Planning Director Rebecca Blaine explained that it is a requirement to have Preliminary and Final Plats since it is infill lots adjacent to a subdivision.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve a Final Plat for Bentley Oaks Addition, a 0.99-acre tract located on the south side of Hardesty Drive west of Concord Boulevard. Motion carried 7-0.

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

AGENDA ITEM NO. 13:

Consideration of a Preliminary Plat for Wolverine Industrial Park, a 59.18-acre tract located on Wolverine Road west of North Harrison. Case No. PL03-21, Applicant: Landes Engineering on behalf of Mac Bagby.

Planning Director Rebecca Blaine gave a staff report. She stated this is the old Keene Frac location. There are some conditions, anything behind a gate is private road and will need to be maintained privately if it remains. There is a disparity on the plat that needs clarification and fire hydrants need to be added.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve a Preliminary Plat for Wolverine Industrial Park, a 59.18-acre tract located on Wolverine Road west of North Harrison, with the following conditions:

1. Roadways behind the gate fronting Vanguard Boulevard remain private, as public streets cannot be gated.
2. The plat shows a 32' street section, but plan view shows a 26' section.
3. There are multiple lots without appropriate fire hydrant coverage. Hydrants need to be added.
4. Multiple lots without appropriate sewer service. Additional public sewer should be extended to remove private services from running into right of way.
5. Bar ditches not allowed behind curb. (Subdivision regulation 60.8.1). Provide storm sewer.

Motion carried 6-1.

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

NAY: Matthews

AGENDA ITEM NO. 14:

Consideration of a Preliminary Plat for Trails End, an 80.60-acre tract located on the east side of North Kickapoo Street north of Interstate 40 for the purpose of residential subdivision. Case No. PL04-21, Applicant: Crafton Tull on behalf of Greg Brown Homes, LLC.

Planning Director Rebecca Blaine gave a staff report. She advised that Staff and the Planning Commission recommends approval with conditions, including a letter from the Federal Emergency Management Agency (FEMA) with the Final Plat submittal.

A motion was made by Commissioner Weaver, seconded by Commissioner Matthews, to approve a Preliminary Plat for Trails End, an 80.60-acre tract located on the east side of North Kickapoo Street north of Interstate 40 with the following conditions:

1. Approval from FEMA for a LOMR-F (Letter of Map Revision – with Fill) for east detention pond and 19 lots that are in the 100-year floodplain must be presented with Final Plat submittal.
2. If FEMA does not approve, revisions to the plat – detention pond and lots will need to be located outside the 100-year floodplain (Section 14-97.1 states any residential structure shall have the lowest floor (including basement) elevated to one or more feet above the base flood elevation).

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 15:

Consider Bids:

- a. Shawnee Splash Waterpark Pool Paint Project (Open)

BIDDER

AMOUNT

Utility Maintenance Contractor Wichita, KS	Alternate:	\$62,350.00 \$7.85/square foot
True Grit Sand Blasting Co., Inc. Ada, OK	Alternate:	\$104,380.00 \$8.25/square foot

Operations Director James Bryce read two (2) bids into the record. He explained that the facility is going into its seventh year and new paint will protect the concrete and avoid visibility and safety issues. Staff requested that the bid award be deferred to the next City Commission meeting on February 1, 2021.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to defer the bid award to the February 1, 2021 City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 16:

Consider Statements of Qualification for Professional Services:

a. 45th Street Transportation Project (Award/Contract Negotiation)

City Engineer Seth Barkhimer stated that in September 2020 a Request for Qualifications was released for the project. He advised that fourteen firms submitted Statement of Qualifications (SOQ). All SOQ's were reviewed, ranked, and the top four respondents were interviewed. Staff requests approval to begin negotiations with CEC to develop a scope/fee contract for professional design services that will be brought back before the Commission for approval.

A motion was made by Commissioner Salter, seconded by Commissioner Flood, to authorize Staff to begin negotiations with CEC to develop a scope/fee for professional design services for the 45th Street Transportation Project. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 17:

Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel reported sales tax is up \$1,944,579.00, or 16.34%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$19,338.00, or 1.34%, over the projected budget year-to-date.

AGENDA ITEM NO. 18:

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

There was no New Business.

AGENDA ITEM NO. 19:

Commissioners Comments

Commissioner Matthews thanked Staff that navigated 2020.

Commissioner Weaver stated that it was good news knowing the money would be put back into the Shawnee Mall (*Agenda Item No. 10*).

He said he was anxious to have a public meeting to meet with the citizens face-to-face and will continue to invite citizens to ask questions.

He acknowledged the passing of Chalk Norton, a long time Shawnee Firefighter.

Commissioner Flood stated that he was pleased to see the commitment to putting dollars back into Shawnee Mall.

He thanked James Bryce for his due diligence on the Shawnee Splash Waterpark Pain Project.

Vice Mayor Rutherford expressed his excitement for the sales tax report. He stated that the amount of zoning changes and plats means a lot is going on and it is great to see this much progress.

Commissioner Sehorn complemented Ashley Neel on her easy to read reports.

Commissioner Salter echoed the other Commissioners comments that a lot is going on in Shawnee and he was glad to see sales tax up. He expressed his excitement for the 45th Street project.

Mayor Bolt also said a lot is going on in Shawnee. He expressed his excitement for the 45th Street project. He also commented that it was good to see sales tax up.

AGENDA ITEM NO. 20:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:05 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 02/01/2021

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Civic and Cultural Development Authority

Carl Packwood 2nd Full Term Expires: December 31, 2024
Reappointment

Lance Wortham 2nd Full Term Expires: December 31, 2024
Reappointment

Traffic Commission

Steve Reese 1st Full Term Expires: January 1, 2024
Replaces Travis Flood – Termed out

Attachments

Packwood

Wortham

Reese



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Carl Packwood</u>	Application Date: <u>01/21/2021</u>
Address: <u>1916 Brownstone Way Shawnee, OK 74804</u>	Date of Birth: <u>01/07/1965</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-642-9322</u> Fax: _____	Email: <u>cpackwood@modernoil.us</u>
Profession: <u>Operations Manager, Vice-President</u>	
Business Name: <u>Modern Oil</u>	
Business Address: <u>39103 MacArthur Shawnee, OK 74804</u>	
Business Phone: <u>405-273-5735</u> Fax: _____	Email: <u>cpackwood@modernoil.us</u>

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

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

If so, please list the board/committee: SCCDA

How many years have you lived in Shawnee? 56

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☒ Civic and Cultural Development Authority ☐ Community Service Contract Review Committee ☐ Housing Authority ☐ Library Board	☐ Oklahoma Baptist University Trust Authority ☐ Parks and Recreation Committee ☐ Planning Commission ☐ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other
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Why are you interested in serving on the Board/Committee/Commission selected above?

I have served on this board in the past and just finished my first 3 years of a new term. I enjoy serving my city in any capacity that I can.

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

I have a degree in Finance and was a banker for 22 years prior to changing jobs

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

This board is the main one at the present time.

List education, including degree(s) earned:

BS Finance East Central University 1988, Associates Seminole Jr College 1986

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

SCCDA for 6 years several years ago and then the past 3 years

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

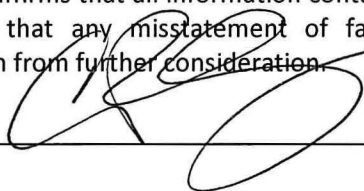
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Mike Clover	Friend	405-275-0700
Todd Howard	Friend	405-255-4787
Jerry O'Connor	Friend	405-659-8434

PLEASE READ CAREFULLY:

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

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

Signature 

Date 01/21/2021

Revised July 12, 2019

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

Send completed application to:

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

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Lance Wortham</u>	Application Date: <u>Feb. 5, 2016</u>
Address: <u>1309 median Dr.</u>	
Mailing Address: <u>same</u>	
Daytime Phone: <u>273-6023</u>	Fax: <u>878-0351</u> Email: <u>lance@shawneeoffice</u>
Profession: <u>Equipment sales</u>	<u>systems.com</u>
Business Name: <u>Shawnee Office Systems</u>	
Business Address: <u>324 W. MacArthur</u>	
Business Phone: <u>273-6023</u>	Fax: <u>878-0351</u> Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? 49

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Cable TV Advisory Committee ☒ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☐ Economic Development Foundation, Inc. Board of Trustees ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Regional Park Oversight Committee ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Tourism Advisory Committee ☐ Traffic Commission ☐ Building Code Board of Appeals ☐ Other:
--	---

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

With Jimmy Gibson now as director, I
know that the expo can become
that major focal point of Shawnee + bring
extra revenue.

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

I have served on this board before + have a good knowledge
of how it works. I believe that I can help with
the general business procedure + marketing.

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

Kiwanis club board member - NJCAA Basketball tournament
Committee - Vice chair of Shawnee State College Foundation

List education, including degree(s) earned:

Graduated from Shawnee High
2 years of college

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

Planning Commission - 6 years
Expo Board - 6 years mayor advisory committee

Please include up to three personal or professional references:

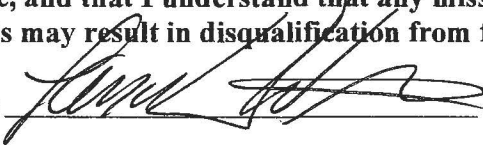
Name .	Relationship	Phone Number
Ron Henderson / Demco	Father - In-law	273-8888
Carl Packwood / Vision Bank	Friend	395-9455
Mike Clover	Friend	273-7000

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Signature



Date Feb. 5, 2016

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Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: SC&CDA Board
Date: Wednesday, January 27, 2021 11:43:54 AM

From: Lance Wortham
Sent: Thursday, January 21, 2021 10:49 AM
To: Chance Allison
Subject: SC&CDA Board

Chance Allison, CPA
City Manager

I understand I am eligible for reappointment to the Shawnee Civic and Cultural Development Authority. As nothing has changed from my original application, please consider this letter my notice of interest and intent to be reappointed to the Authority for another term.

Thank you, please call me with any questions.

Lance Wortham
lance@shawneeoofficesystems.com
Shawnee Office Systems
324 W. MacArthur St.
Shawnee, OK 74804
405-273-6023 Work
405-323-1118 Cell



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Steve Reese</u>	Application Date: <u>8/27/20</u>
Address: <u>23 Cherokee Blvd, Shawnee OK 74801</u>	Date of Birth: <u>2/14/65</u>
Mailing Address: <u>23 Cherokee Blvd, Shawnee OK 74801</u>	
Daytime Phone: <u>(405) 585-6580</u>	Fax: _____ Email: <u>steve@soldonshawnee.com</u>
Profession: <u>Realtor</u>	
Business Name: <u>Sold on Shawnee Real Estate</u>	
Business Address: <u>3601 N Harrison, Shawnee OK 74804</u>	
Business Phone: <u>(405) 585-6580</u>	Fax: _____ Email: <u>steve@soldonshawnee.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 45

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

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

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

I have a deep desire to see the quality of life improve in Shawnee. I sell real estate, but I really sell the community.

I sell lifestyles. One of the highest honors I have in the real estate industry is advocating for private property rights

and keeping the barriers to homeownership low. Helping shape Shawnee's future dovetails perfectly in my goals.

Revised July 12, 2019

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

For either group, my passion for making Shawnee a more attractive, livable community is what drives my interest.

I have a strong background in association management, communications, and public and government relations.

I've spent many years lobbying legislators and members of Congress on property rights and infrastructure issues.

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

I am a block leader for Community Renewal and just recently volunteered on a test project to plan and design new, sustainable funding sources on the recommendation of Mayor Bolt. I volunteer for REALTOR® associations and PAC.

List education, including degree(s) earned:

I left OBU in my senior year to pursue my real estate career. There were enough music teachers in my family, and I'm more wired as an entrepreneur.

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

I have not.

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

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

Have you ever declared personal or business bankruptcy? No.

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Michele Freeman	Client, friend	(405) 788-6929
Ed Bolt	Friend, fellow volunteer	(405) 650-1439
Tiffany Nagel Monroe	Pastor, friend	(405) 473-6652

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Signature 

Date 8/27/20

Revised July 12, 2019

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Shawnee OK 74802
Phone 405-878-1605
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CityClerk@shawneeok.org



Shawnee City Clerk
PO Box 1448
Shawnee OK 74802-1448
CityClerk@ShawneeOK.org

August 27, 2020

I am interested in serving on the Parks and Recreation Committee and/or the Planning Commission and have attached my application.

As a local REALTOR®, I consider myself a community evangelist in all aspects of improving the quality of life for our residents. One area that truly excites me is the further development of recreational activities we offer. Recent projects on a much larger scale with the Gathering Place on Tulsa's riverfront and Scissortail Park in downtown Oklahoma City are examples of how a concerted effort can transform previously underutilized properties. Shawnee could surely benefit from a revitalization--and hopefully sometime in the future, an expansion--of its public recreation. I feel like a possible extension of Parks and Recreation should be some kind of arts council to complement our public spaces.

On the Planning Commission front, I like to keep my thumb on the pulse of Shawnee's development to be a resource to others. I am acutely interested in raising standards higher and focusing on a long-range vision of what we want Shawnee to look like in 25+ years. We can accomplish it by decisions we make today. It's imperative we have talented and visionary minds on the Planning Commission.

I'd be honored to give my time, talent and vision to these groups.

Best regards,

Steve Reese

23 Cherokee Blvd
Shawnee, OK 74801-5561
(405) 585-6580
Steve@SoldonShawnee.com

Regular Board of Commissioners

2. d.

Meeting Date: 02/01/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

Lot 2 Roewe Tract, 15513 Perry Rd

From: Deanna Bradley

To: Michael Kensell

Attachments

Lake Lease

Community
Development
Department



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

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

Date: 1/15/2021	License No. 034132
Type	☐ Renewal ☒ Transfer
Commission Meeting Date	02/01/2021
Property Address	15513 Perry Rd
Lake Site Location	Lot 2, Roewe Tract
Lease Dates	02/01/2021 - 01/31/2051
Lease Fee (changes annually)	\$746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Michael Kensell
Address	208 NW 17th, Oklahoma City, OK 73103
Phone	405-590-2646
Current Lessee (Transfer From)	
Name(s)	Deanna Bradley
Address	10921 Woodbridge Rd, Oklahoma City, OK 73162
Phone	405-204-6093
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected/Pumped	12/14/2018
Miscellaneous Comments:	
Fees Collected	\$1821.00 - Check No. 1028 - Rec No. 2483474

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:

**CABIN SITE LEASE
LEASE# 034132**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of February 1, 2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MICHAEL KENSELL
of 208 NW 17TH ST OKLAHOMA CITY OK 73103 ,

of ,
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 a 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:

15513 PERRY RD

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

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

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

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule 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 to 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 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 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 or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/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

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

4.

Meeting Date: 02/01/2021

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 professional design services regarding the Independence Street Sidewalk Design Project from Kickapoo Street to Harrison Street.

Attachments

Memo

Scope



Office of Engineering
MEMORANDUM

DATE: Monday, February 1, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Independence Street Sidewalk Enhancements

On December 7, 2020 staff came before commission and ask for approval to begin negotiations with CEC for professional design services. Those services include the evaluation and design of sidewalk along Independence street from Kickapoo Street to Harrison Street.

The proposed contract is summarized below:

- Scope Items:
 - Project Initiation
 - Site Investigation (Survey)
 - Preliminary Engineering
 - Final Design
 - Utility Relocation
 - Construction Administration
 - Bidding Services
 - As-Built Drawings
- Contract Amount: \$99,736

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



CEC

ENGINEERING CONTRACT FEE PROPOSAL

FOR



CITY OF SHAWNEE
SHAWNEE, OK

INDEPENDENCE STREET SIDEWALKS

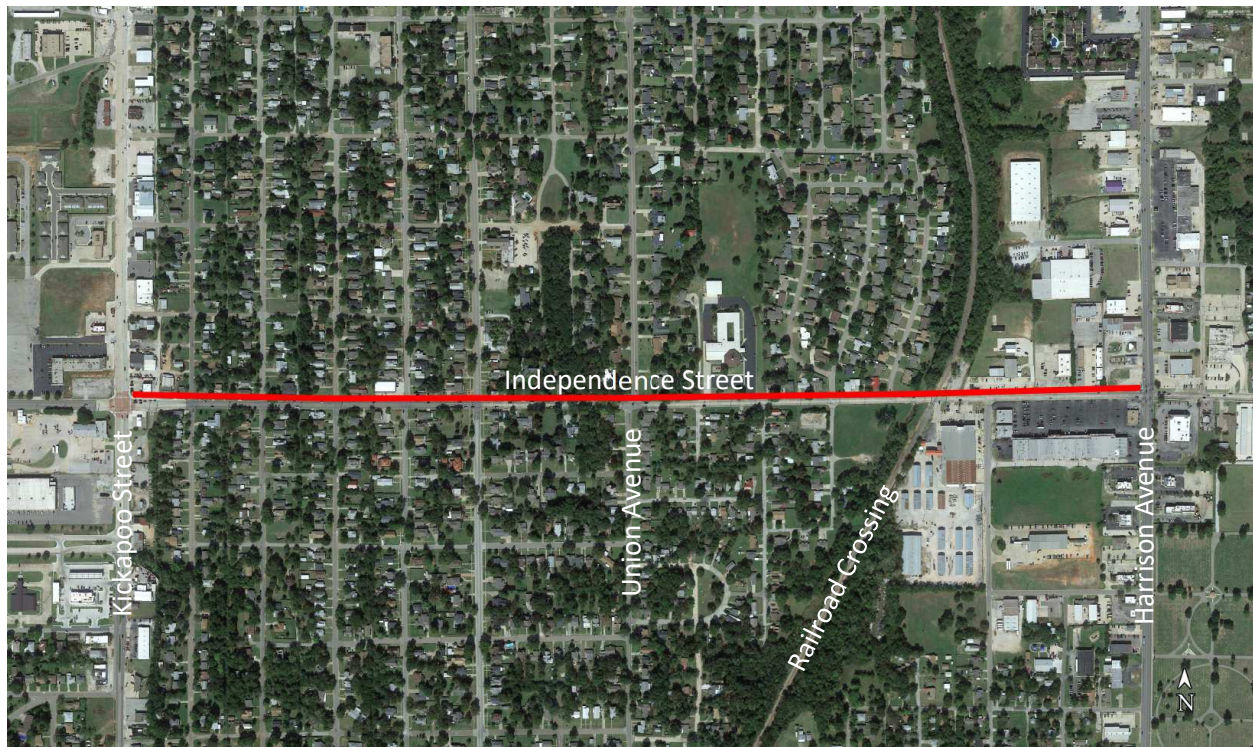
JANUARY 11, 2021

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



GENERAL SCOPE OF SERVICES

Following is a scope of services associated with developing plans and specifications for proposed sidewalks along E. Independence Street from the intersection of N. Kickapoo Street to the intersection with N. Harrison Avenue. Improvements will include ADA compliant sidewalk design along the north side of Independence Street, incorporating pedestrian access and safety improvements at the intersection of Harrison Avenue and Independence Street, and coordination with the BNSF railroad to provide pedestrian connectivity and railroad crossing relocations/upgrades just west of Harrison Avenue.



Project Location Map

PROJECT DESCRIPTION

The following improvements are included in the scope of work:

- Design of ADA compliant sidewalk and ramps along Independence Street to provide sidewalk connectivity along the north side of the roadway.
- Analysis of existing sidewalk and ramps for ADA compliance. Damaged sidewalk panels will be replaced. Crosswalks, sidewalks and ramps will be adjusted for ADA compliance.
- Reconstruction of side streets tying into Independence Street to provide an ADA compliant path.
- Design of ADA compliant ramps on all four corners of the intersection of Harrison Avenue and Independence Street, along with traffic signal modifications.
- Coordination with the BNSF railroad to provide upgrades and adjustments to the existing railroad crossing Independence Street.

SURVEY SERVICES

Topographic and control survey will be provided to complete the design and plans. Present right-of-way and utilities will be identified. A detailed scope of the survey services is included in the Appendix.

SIDEWALK CONSTRUCTION PLANS

Design plans will be prepared for the construction of the above-mentioned project. One set of final plans will be developed for the project. The scope includes the preparation and submittal of final signed and sealed construction plans, specifications, and the Engineer's estimate.

- The project will be designed in accordance with ADA and PROWAG current guidelines and specifications.
- Sidewalk plans will include, but are not limited to the following sheets:
 - Title
 - Typical Section
 - Pay Items and Notes
 - Quantity Summary Sheets
 - Plan and Profile Sheets
 - Erosion Control Sheets
 - Traffic Signal Modification Plans (for Harrison intersection)
 - Cross Sections
- To minimize right-of-way acquisition, the alignment of the sidewalk will follow the back of the curb of the existing roadway, wherever possible, and will be a minimum of 6 foot wide.
- Plan submittal milestones will include 30% conceptual plans, 90% design plans, and final signed and sealed plans. Each submittal will be accompanied by an updated Engineer's estimate.
- Coordination with the BNSF railroad to provide upgrades and adjustments to the existing railroad crossing Independence Street.

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)
- Conduct utility meetings with all utility owners to discuss necessary relocations including scheduling, proper corridor location, sending meeting minutes and follow-up correspondence. A maximum number of three (3) meetings are anticipated.
- Generate preliminary and final "Utility Relocation Plan" drawings and relocation schedule
- Upon approval of relocation plans, send work orders requesting owners to proceed with proposed utility relocations
- Coordinate with utility owners to verify that utilities have been relocated prior to construction.
- Submit utility questionnaire and relocation information sheet

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 minimize the amount of right-of-way acquisition. Easement preparation for proposed right-of-way will be based on a unit cost per parcel. Acquisition services are not included as part of this contract.

BIDDING SERVICES

This task includes the work required to perform the bidding services assistance for one construction contract on Independence Street. 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 one construction contract on Independence Street. Detailed scope items are as follows:

- Attend a pre-construction meeting with the selected contractor.
- Conduct monthly construction progress meetings.
- 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.

ITEMS *EXCLUDED* FROM THE SCOPE OF WORK

- Design of any public or private utility
- Construction or right-of-way staking
- Design of retaining walls, sheet piling, or any other structural design
- An environmental study or report of any kind
- Traffic Study or traffic design
- Geotechnical investigations and pavement design
- Public Meetings

The City of Shawnee reserves the right to include the above items as a supplement to this proposal and CEC shall be paid for additional services through a separate agreement.

PROJECT SCHEDULE

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

Notice to Proceed – February 2021
30% Conceptual Plan Submittal – June 2021
90% Plan Submittal – September 2021
Final Plan Submittal – November 2021

These submittal dates assume a two-week review period by the City of Shawnee and review meetings will be scheduled promptly after each submittal.

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by the City of Shawnee, 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

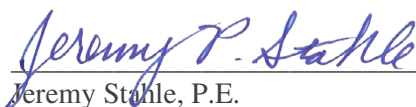
SURVEY SERVICES	\$ 18,000.00
SIDEWALK CONSTRUCTION PLANS	
• 30% Conceptual Plan Submittal	\$ 18,056.00
• 90% Plan Submittal	\$ 36,114.00
• Final Plan Submittal	\$ 6,086.00
UTILITY RELOCATION COORDINATION	\$ 4,704.00
BIDDING SERVICES	\$ 4,920.00
CONSTRUCTION ADMINISTRATION (HOURLY NTE)	\$ 9,600.00
AS-BUILT DRAWINGS	\$ 2,256.00

TOTAL Proposed Engineering Fee **\$ 99,736.00**

ADDITIONAL SERVICES	
• Legal Descriptions Unplatted (Unit Price per Parcel)	\$ 500.00
• Legal Descriptions Platted (Unit Price per Parcel)	\$ 250.00
• Easement Field Staking (Unit Price per Parcel)	\$ 150.00

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 Erica Jones via email (erica.jones@connectcec.com) or at the address listed on the cover page. If you have any questions or need additional information, please call me at 405.753.4613.

Submitted for approval by:



Jeremy Stahle, P.E.
Municipal Practice Leader

Date: 1/11/2021

Accepted by:

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 consistent with and limited to 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 \$2,000,000 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.



APPENDIX

CEC INTERDIVISIONAL SURVEY PROPOSAL

Independence Sidewalk, Shawnee Oklahoma GENERAL SCOPE OF SERVICES

SURVEY LIMITS (See attached aerials)

- North side of Independence Street from the east curb return at N. Kickapoo Street extending east approximately 5,335' to the east curb return at N. Harrison Avenue.
 - Bandwidth – from the north gutter line along Independence Street extend north 20' AND
- N. Harrison Avenue from the south curb return on N. Harrison extending north approximately 100' to the north curb return on N. Harrison.
 - Bandwidth – all four corners – gutter extending from street 20'

LIMITS OF TOPOGRAPHIC SURVEY

- Set a minimum of two (2) control points for horizontal and vertical purposes in which 1 control point is derived from an OPUS solution of a GPS static session.
- Establish benchmarks every 400' maximum throughout project limits and run differential level loop.
- Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities.
- All utility companies servicing the project area will be contacted through "OKIE811" 48 hours prior to survey and the locations will be obtained. Private utilities that are not members of "OKIE811" will not be researched and locates will not be requested by CEC for these non-members. If utility marker/evidence is found during the survey for a "OKIE811" member, CEC will attempt to contact the corresponding owner to have them located. CEC will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps if possible. All utility information will be placed in the CAD drawing. CEC is NOT responsible for unmarked or mismarked utilities.
- Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- Cross sections at 50' density including applicable break lines
- Contours at 1.0' minimum density

PROPERTY (for properties within the survey limits)

- Have a Right of Way/Easement search conducted through an abstractor/title company and plot any documents received throughout the survey limits.
- Field research of subdivision plats and properties.
- Plot the right-of-way along the centerline of surveys throughout the survey limits.
- Plot property deeds and subdivision plats for the properties adjoining the survey limits.

EASEMENT EXHIBIT PREPARATION

- Prepare legal descriptions and easement exhibits on an as needed basis.
 - Note: All easement boundaries will be provided in Civil 3D or AutoCAD Format referenced to the topographic survey completed by CEC.
 - Easement Exhibit Fee is based on a "per parcel" basis.

CEC INTERDIVISIONAL SURVEY PROPOSAL

EASEMENT FIELD STAKING

- Stake Easements limits in the field per CLIENT, on an as needed basis.
 - Easement Field Staking Fee is based on a “per parcel” basis.

DELIVERABLES

- Civil 3d file and AutoCAD file of all above items
- Survey Control and Topographic Survey Certifications

Items *EXCLUDED* from the Scope of Work

- ALTA/NSPS Survey
- Property/Boundary Survey(s)
- Plat of Survey
- FEMA Flood Plain Determination
- Flood Plain Management
- Elevation Certificate(s)
- Construction staking
- Coordination of locating private utility lines
- Underground/subsurface utility engineering (SUE) services
- Utility Potholing or 4-way sweep locating

PROJECT SCHEDULE

Following receipt of our Notice to Proceed, CEC Surveying and Mapping personnel will coordinate a submittal timeline with the appropriate CEC project manager. Based on current scheduling it is expected that work on the project can begin within five (5) weeks.

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.

NOTES

- Any services not included in the scope will be an additional charge utilizing the most current approved hourly rates.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, NAD83 (2011) / NAVD88 (Geoid12B), South Zone – unless otherwise directed by the client.
- CEC Surveying and Mapping may use LiDAR technology to supplement conventional topographic survey methods when deemed appropriate and/or necessary.
- On occasion, the CEC survey schedule may be affected by inclement weather, equipment malfunction(s), and/or unforeseen events. If a submittal delay is expected, CEC Surveying and Mapping will contact the appropriate project manager and coordinate a new submittal timeline.

REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Fees paid for securing jurisdiction approval or permitting services
- Reproduction expenses
- Mailing expenses

CEC INTERDIVISIONAL SURVEY PROPOSAL

PROPOSED SURVEYING CONTRACT FEE SUMMARY

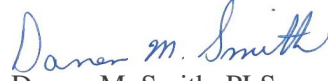
Survey Services	
• Control, Topographic Survey & Land Ties (Lump Sum)	\$ 18,000.00
• Legal Description Unplatted (Per Parcel Price)	\$ 500.00
• Legal Description Platted (Per Parcel Price)	\$ 250.00
• Easement Field Staking (Per Parcel Price)	\$ 150.00

TOTAL Survey Fee (Lump Sum w/out legal descriptions or field staking) \$ **18,000.00**

COMPENSATION FOR SERVICES

- The work provided in the proposed scope shall be performed on a lump sum basis with amounts not to be exceeded for each task.
- If this Agreement is terminated, CEC shall be paid for services performed to the effective date of termination.

Submitted for approval by:



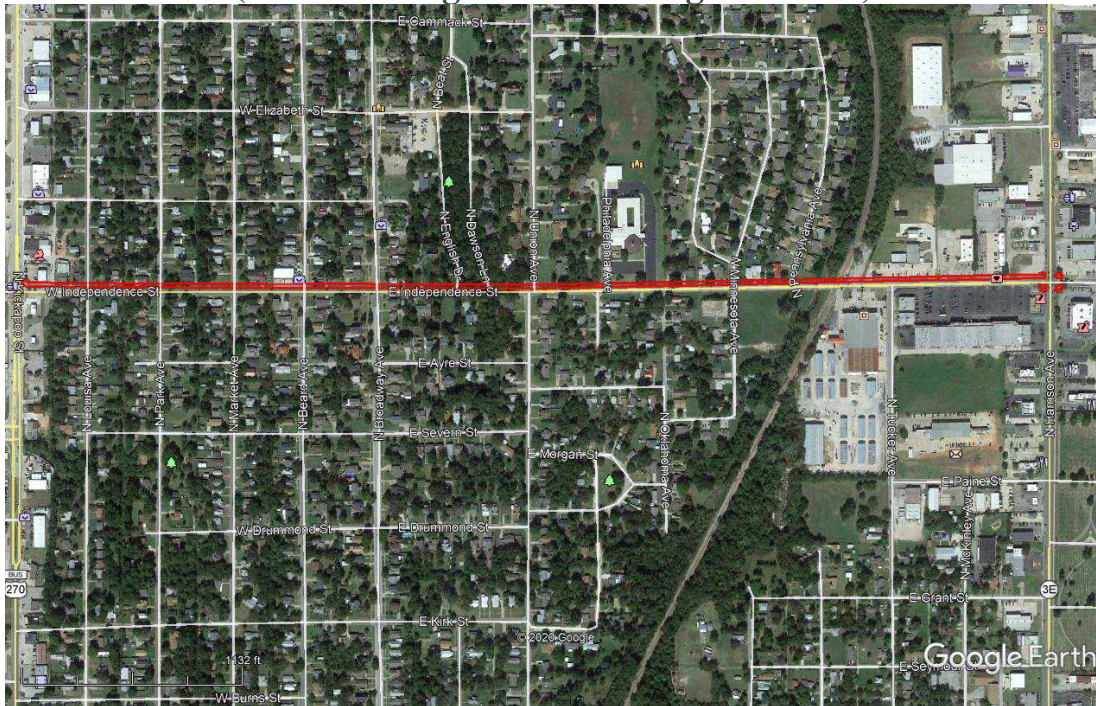
Darren M. Smith, PLS
Survey Practice Leader

Date: 01/11/2021

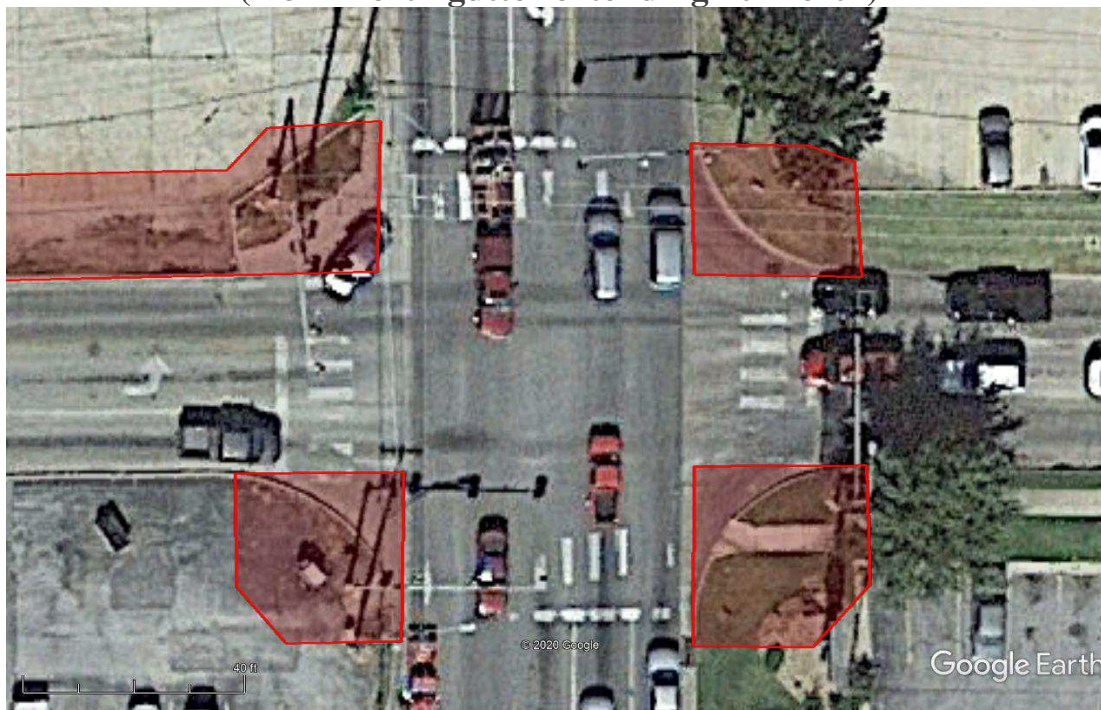
CEC INTERDIVISIONAL SURVEY PROPOSAL

SURVEY LIMITS

**North side of Independence Street
(from north gutter extending 20' north)**



Intersection of Independence Street & N. Harrison (from north gutter extending 20' north)



Regular Board of Commissioners

5.

Meeting Date: 02/01/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a contract with Crafton Tull for professional design services regarding the Highland Street Sidewalk Design Project from Harrison Street to Bryan Street.

Attachments

Memo

Scope



Office of Engineering
MEMORANDUM

DATE: Monday, February 1, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Highland Street Sidewalk Enhancements

On December 7, 2020 staff came before commission and ask for approval to begin negotiations with Crafton Tull for professional design services. Those services include the evaluation and design of sidewalk along Highland street from Harrison Street to Bryan Street.

The proposed contract is summarized below:

- Scope Items:
 - Project Initiation
 - Site Investigation (Survey)
 - Preliminary Engineering (Concept Plans)
 - Final Design
 - Construction Administration
 - Bidding Services
- Contract Amount: \$48,000

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



January 8, 2021

Seth Barkhimer
City Engineer
City of Shawnee
222 N. Broadway Ave,
Shawnee, Ok 74801
405-878-1506

RE: Multiple Sidewalk Design Projects – E. Highland Street corridor from N. Harrison Avenue to N. Bryan Avenue – 10' wide multi-use trail.

Mr. Barkhimer:

See below for our scope of work for the Multiple Sidewalk Design Projects for the 10' wide multi-use trail.

Project Understanding

The City of Shawnee Multiple Sidewalk Project for the 10' wide trail located on the E. Highland Street corridor between N. Bryan Avenue and N. Harrison Avenue will connect to the existing 10' wide trail located on N. Bryan Avenue North of E. Highland St. This project will extend the existing 10' wide trail approximately 1 additional mile along E. Highland St.

Project Scope

Crafton Tull will designed a new 10' wide multi-use trail along E. Highland Street between N. Bryan Avenue and N. Harrison Avenue.

Our in-house survey team will perform a topographic survey of the E. Highland St. Corridor and obtain the property and ROW information. Once our design team examines that information, we will determine the most cost-effective route for the sidewalk / multi-use path to be constructed.

During a recent site visit, our design team has formulated an initial decision of locating the multi-use trail on the south side of Highland Street. Although the right of way appears to be restricted in areas on the south, the north side of E. Highland St. has several 3-phase power poles that may have to be relocated to construct the sidewalk. Relocating the poles will be extremely costly to the project thus our preliminary decision to locate on the south. We will make a final decision on the location once the data from the survey and property information has been gathered.

At the intersection of E. Highland and N. Center Ave., our designers will provide a connection to the multi-use path for the Horace Mann Elementary School's future sidewalk. This connection will provide a safe route for the public to use the multi-use path.

Our understanding of the scope of services is provided below.

Base Scope of Services and Exhibit A

1. Phase 1 – Horizontal Control, Topographic Survey, Verification of Ownership
 - a. Horizontal Control and Vertical Control. Land ties according to State Plane coordinate system. Provide primary and secondary project control base on available NGS monumentation and or ties to NGS CORS / OPUS. Project horizontal datum will be NAD 1983 projected on Oklahoma State Plan Coordinates South Zone for the entire length of the project.
 - b. Topographic Survey – Field Survey of Topographic Features. Existing Utilities should be shown based on available records and Call-Okie Locates.
 - c. Verify property ownership and right of way for the entire length of the project.

2. Phase 2 – Concept plans, 90% Construction Documents, Final Construction Documents, Specifications and Estimate
 - a. Complete and provide detailed construction drawings.
 - b. Provide ROW & easements if required
 - c. Prepare legal descriptions and exhibits
 - d. Prepare OKR10 / Notice of Intent
 - e. Prepare details – ADA Ramps, drainage flume crossings, striping and bollards
 - f. Provide construction cost estimates.
 - g. Obtain necessary permits.

3. Construction Administration
 - a. Review and approval of submittals
 - b. Response to Request for Information (RFI)
 - c. Meetings on site to address site issues
 - d. Final Project Close Out
 - e. Provide Site Punch List

The above described items comprise the Civil Engineering basic scope of services for the Project. If those descriptions are inaccurate or incomplete, please notify us at once and we will amend our proposal accordingly.

Exclusions:

Additional items such as rezoning, variances, flood studies, offsite surveys, historical studies, site lighting, traffic study, off site public storm sewer improvements, etc. are not included but can be provided for an additional fee. Should there be additions to this scope of services, those services shall be compensated for an additional fee.

Fees

Fee Breakdown

Phase 1	
Survey	\$8,000.00
Phase 2	
Concept Plans	\$12,500.00
90% Plans	\$15,000.00
Final Plans / Bidding Documents	\$5,000.00

Bidding Assistance	\$2,500.00
Construction Administration	\$5,000.00

Lump Sum Fees

We propose to provide the Base Scope of Services for a lump sum fee of \$43,000. Construction Administration shall be Hourly Not to Exceed (NTE) @ \$5,000.

Survey:	\$ 8,000
Construction Documents	\$ 35,000
Construction Administration (Hourly NTE)	\$ 5,000
Total Fee	\$48,000.00

Schedule

Notice to Proceed	Dependent on the City of Shawnee
Survey and Property information	20 Business Days / After NTP - Weather Permitting
Concept Plans	35 days After Survey Completion
City Review	To Be Determined
90% Plans	40 Days after Review Comments
City Review	To be Determined
Final Plans and Specifications	15 days After Review Comments
City Review	To be Determined
Bid Plans and Specifications	7 days after review Comments (if any comments)

Additional Service

Engineer's Standard Hourly Rates are attached as Exhibit "B". These fees shall be in *addition to the above stated Lump Sum Fees (if required)*.

We are thankful for the opportunity to work with you on this project.

Should you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,

Crafton Tull

Michael Williams, P.E.
Sr. Project Manager

Exhibit “A”

Scope of Basic Services For:

Project:	Shawnee Multiple Sidewalks Design Projects - 10' Wide Trail
Client:	Shawnee Engineering Department
Location of Project:	Shawnee Oklahoma – S. Side of E. Highland St. between N. Harrison and N. Bryan Avenue
Discipline:	Civil Engineering
Discipline Manager:	Mike Williams
Project Manager:	Mike Williams
Proposal Date:	January 8, 2021
Billing Type:	Lump Sum – Survey Lump Sum – Engineering Design Construction Admin. Hourly NTE –
Fee/Estimate:	Survey \$8,000.00 Engineering \$35,000.00 Construction Admin. Hourly NTE - \$5000.00 Total Cost = \$48,000.00
Description of the Construction Project:	Construction of a 10 feet wide sidewalk, approximately 1 mile in length along E. Highland Street from the intersection of N. Harrison Avenue to N. Bryan Avenue.

The services to be provided by the Engineer:

Survey Phase:

- We will mark the site and request a Utility 1-Call System underground utility line locate.
- Our survey crew will set permanent survey control monuments on the site that will be tied to the city coordinate and elevation datum to which all survey data for this project will be referenced.
- We will locate all visible utility lines on the project area site and those as marked by the utility 1-Call System, and will include the sizes & flow lines of drainage inlets and pipes, and sewer manhole tops & inverts.
- The street will be located and shown on the survey plat, which will include recovering right of way monumentation, locating the present right of way line, and determining the requirements for additional right of way. We will survey the location and elevations of the curb, edge of asphalt, street center line, sidewalk, and driveways within the project site area and within 25' outside the proposed improvement area site.
- We will prepare a base survey drawing of the boundary and topographic survey for the proposed improvement area site, which will be used for engineering design purposes.

Final Design Phase:

- The preparation of Construction Documents, Specifications, and Details :
- Construction Documents to include:
 - Plan of 10' wide trail.
 - Grading Plan – To determine drainage from sidewalk
 - Right of Way – Information to determine ROW acquisition and easements

- Erosion Control Plan with details and notes
- Detail Sheets (ADA ramps, Driveway & drainage Flume details, Flume, pavement repair details and Retaining walls (if necessary).
- Construction Cost Estimate

Bidding & Negotiating Phase:

- Finalized of the construction documents and specifications for bid package
- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Construction Administration Phase:

- Construction Observation
- Attend necessary pre-construction meetings
- Review and Process Change Orders
- Progress Meetings
- Construction Staking
- Process and Verify Pay Requests
- Record Drawings
- Final Inspection & Project Close-out

Additional Items that can be Provided by CTA under amendment or separate contract

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Traffic Study
- Landscaping Design
- Offsite Utility or Street Extensions

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"

Standard Hourly Rate Schedule Effective January 1, 2021

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 190
SR. ENGINEERING MANAGER	\$ 175
ENGINEERING MANAGER	\$ 155
SR. PROJECT ENGINEER	\$ 130
PROJECT ENGINEER	\$ 120
ENGINEER INTERN III	\$ 115
ENGINEER INTERN II	\$ 100
ENGINEER INTERN I	\$ 90
SR. ENVIRONMENTAL SCIENTIST	\$ 145
ENVIRONMENTAL SCIENTIST	\$ 85
SR. ENGINEERING DESIGNER	\$ 135
ENGINEERING DESIGNER III	\$ 105
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 60
ENGINEERING CAD TECHNICIAN I	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 185
ADMINISTRATIVE MANAGER	\$ 125
ADMINISTRATIVE IV	\$ 85
ADMINISTRATIVE III	\$ 70
ADMINISTRATIVE II	\$ 50
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 135
PROJECT LANDSCAPE ARCHITECT	\$ 100
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 80
PLANNING	
PLANNING MANAGER	\$ 150
SR. PLANNER	\$ 140
PROJECT PLANNER	\$ 115
PLANNER II	\$ 95
PLANNER I	\$ 80

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 100
INSPECTOR II	\$ 85
INSPECTOR I	\$ 60
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 190
SR. PROFESSIONAL SURVEYOR	\$ 140
PROFESSIONAL SURVEYOR	\$ 115
SURVEY PROJECT MANAGER	\$ 110
SURVEY COORDINATOR	\$ 85
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 75
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 45
SURVEY TECHNICIAN I	\$ 35
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 110
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.56/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 11, 2021 (“Effective Date”) between

City of Shawnee, Oklahoma (“Owner”)

and Crafton, Tull & Associates, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for Multiple Sidewalk Design Projects (“Project”).

Description of Engineer’s Services: Survey and Design of a 10’ wide multi-use trail – Reference Scope of work

Street Address of Property *: Location on E. Highland Street corridor between N. Bryan Avenue and N. Harrison Avenue

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer’s standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law,

if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case

more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of

others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other

party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

INSTRUCTIONS TO USERS FOR COMPLETION OF AGREEMENT:

1. Select and retain as Page 4 of 4 one of the four method of payment pages that follow.
2. Remove and discard this page and the three unused method of payment pages.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 43,000.00. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Compensation for reimbursable expenses is estimated to be \$ 0.0.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

Payment (Hourly Rates – Not to Exceed)

1. The total compensation for CA services, not including reimbursable expenses, is estimated to be \$ 5,000.00. Compensation for reimbursable expenses is estimated to be \$ 0.0.

2. Engineer's Standard Hourly Rates are attached as Exhibit "B".

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 15 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER:

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By:

Printed Name and Signature

By:

[Kendall Dillon]

Title:

Title:

Sr. Vice President

Date Signed:

Date Signed:

License or Certificate No. and
State

CA #973
Ex. 06-30-2022

Address for giving notices:

City of Shawnee

222 N. Broadway Ave,

Shawnee, Oklahoma 74801

e-mail address:

Address for giving notices:

Crafton Tull – Attention (Michael Williams)

300 Pointe Parkway Blvd.

Yukon, Oklahoma 73099

e-mail address: Michael.williams@craftontull.com

* This is an addition to the standard EJCDC E-520 document.

Regular Board of Commissioners

6.

Meeting Date: 02/01/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a contract with Olsson, Inc. for professional design services regarding the Kickapoo Street Sidewalk Design Project from Interstate 40 to MacArthur Street.

Attachments

Memo

Scope



Office of Engineering
MEMORANDUM

DATE: Monday, February 1, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Kickapoo Street Sidewalk Enhancements

On December 7, 2020 staff came before commission and ask for approval to begin negotiations with Olsson for professional design services. Those services include the evaluation and design of sidewalk along Kickapoo street from I-40 to MacArthur Street.

The proposed contract is summarized below:

- Scope Items:
 - Project Initiation
 - Site Investigation (Survey & Sidewalk Evaluation)
 - Preliminary Engineering
 - Final Design
 - Construction Administration
- Contract Amount: \$94,912.00

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



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

1-8-2021

City of Shawnee
Attn: Seth Barkhimer
16 West 9th Street
Shawnee, OK 74801-6812

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Kickapoo Street Sidewalk Enhancements (the "Project")
Sidewalk Enhancements along Kickapoo Street from MacArthur Street to I-40 in
Shawnee, OK

Dear Mr. Barkhimer:

It is our understanding that the City of Shawnee ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 1st, 2021
Anticipated Bid Plan Completion Date: June 14th, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Ninety-Four Thousand, Nine Hundred Twelve dollars (\$94,912.00). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of [30] days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Russell Beaty

By _____
Jimmy Sparks

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Shawnee

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated 1-8-2021 between City of Shawnee ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

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

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

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

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated _____ between the City of Shawnee ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: N Kickapoo St. from MacArthur St. to Eastbound I-40 ramp terminal intersection

Shawnee, OK

Project Description: Kickapoo Street Sidewalk Enhancements

SCOPE OF SERVICES

The scope includes survey and civil design services to provide construction plans to construct sidewalks along both sides of N Kickapoo St. from MacArthur St. to the eastbound I-40 ramp terminal intersection. Reconstruction of any existing sidewalk and/or driveways will only be considered where necessary to bring the walkable routes into compliance with ADA criteria. N Kickapoo St. pavement and curb and gutter will remain in place.

The sidewalks will begin north of MacArthur St. and terminate at the eastbound I-40 ramp terminal intersection. The typical sidewalk width shall be five feet when offset from the back of the curb. The offset sidewalk alignment is preferred. Where constraints require the sidewalk to be located at the back of curb, the sidewalk width shall be six feet.

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 - Project Initiation

Task 101 – Project Kickoff Meeting

Conduct a project kickoff meeting with city staff and any stakeholders to refine project scope, review the project site, identify specific goals, establish field assessment plan, establish schedule for completion, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting.

Phase 200 - Site Investigation

Task 201 – Field Assessment

Conduct a field assessment with city staff to verify project tie-in locations, review existing sidewalks and driveway crossings, and make note of potentially challenging locations that present grade changes, utility constraints, or limited right-of-way. Along any existing sidewalk present, slopes will be checked at regular intervals. Driveway slopes and pavement conditions will be evaluated,

documented, and photographed. Sidewalk ramp conditions and landings will be evaluated, documented and photographed. There are four signalized crossings along the corridor. Existing pedestrian clearance intervals will be timed and recorded in the field, and the walk distance will be field measured. Additional photographs will be taken at regular points along the corridor on both sides of Kickapoo Street.

A brief letter memo will be prepared and submitted to the City following the completion of the field assessment. Any key findings or concerns will be summarized in the memo.

Task 201 – Survey

Perform topographic and boundary survey along the corridor from back of curb to the right-of-way line on both sides of Kickapoo St. This information will be used by the engineer to analyze, layout, and design the sidewalk improvements. The general overall limits of the survey shall be along Kickapoo St. beginning just north of MacArthur St. and extending approximately 7,500 linear feet north to the eastbound I-40 ramp terminal intersection. Topographic survey will not be collected within the pavement limits of Kickapoo St. All driveways will be surveyed along the corridor. A centerline alignment will be provided for Kickapoo St. for construction reference.

All survey data shall be referenced to Oklahoma State Plane Coordinate System – South Zone. A minimum of four (4) control points and four (4) benchmarks shall be established as a part of this project. Control will be placed at the anticipated end of the corridor improvements in each direction.

The topographic portion of the survey shall depict topographic features including showing contours at a 1' vertical interval, all physical improvements including parking, driveways, fencing, existing sidewalk, vegetation, visible utilities, as well as underground utilities as located by the Oklahoma One-Call system. Other provided utility information, such as city atlas and as-built plans, will be shown and noted on the survey.

Boundary lines shall be determined based upon field investigation and public information at the Pottawatomie County Assessor and Clerk's Office. Available plans, surveys, or other information provided by the client or found by the survey shall be used in the determination of boundary lines. Existing easements shall be researched and shown on the survey along with current ownership information shown for each property as of the time of survey. All survey work will be performed under the direct supervision of a Professional Licensed Survey licensed in Oklahoma.

Deliverables for the survey include:

- Survey Data Sheet(s) of the survey area with topographic and boundary information.
- Electronic file (.dwg) of the survey

Phase 300 – Preliminary Design Engineering Services

Task 301 – Preliminary Design

All existing sidewalk that meets ADA criteria will be preserved where possible. Any utility lids or manholes that require a grade adjustment to accommodate the new sidewalk will be identified on the plans.

A 30% plan submittal will be provided that will include the following sheets:

- Title Sheet
- Typical Sections
- Summary of Pay Quantities and General Notes
- Summary Sheets
- Plan Sheets with Sidewalk Alignments

Conduct a 30% plan review meeting with city staff and any stakeholders to review the proposed sidewalk extents, utility and right-of-way concerns, possible drainage concerns/issues, possible grading issues, and the estimated construction cost. Olsson will prepare and distribute minutes of the meeting.

Deliverables for the preliminary design task include:

- Electronic submittal (.pdf) and up to three (3) bound hardcopies of the preliminary plans (30%).

Phase 400 – Final Design Engineering Services

Task 401 – Final Review (90%) Plans

Based on 30% review comments, the plans will be revised, and design will progress to 90% completion. The final review (90%) plan submittal will be provided that will include the following sheets:

- Title Sheet
- Typical Sections
- Summary of Pay Quantities and General Notes
- Summary Sheets
- Plan Sheets with Sidewalk Alignments
- Sidewalk Detail Sheets with spot elevations and horizontal geometric data including driveway reconstruction extents and ramps (where required)
- Striping Plans (covering 4 signalized intersections along corridor)
- Traffic Control Details (limited to 2 sheets)

Conduct a 90% plan review meeting with city staff and any stakeholders to review the proposed sidewalk extents, utility and right-of-way issues, the revised plans with sidewalk details, and the estimated construction cost. Olsson will prepare and distribute minutes of the meeting.

Deliverables for the preliminary design task include:

- Electronic submittal (.pdf) and up to three (3) bound hardcopies of the final review plans (90%).

Task 402 – Utility Coordination

Support the City through the utility coordination process and work through potential conflicts with utility owners to adequately resolve issues where required. Utility relocations will be considered a last resort, but if they do become necessary in certain locations, the Consultant will work with the City and utility owners to minimize the extents and costs of the relocations.

Olsson will provide the following services under this task:

- Work with the city and utility owners to compile and verify all facility owners and contacts.
- Identify any at-grade utility adjustments that are required to existing utility manholes or lids.
- Email pdf copies of the 30% complete, 90% complete, and bid plans to each utility owner.
- Contact the utility owners after submittal of the 30% plans and schedule a teleconference with each utility owner separately that will also include a City representative.
- Provide a written record of each utility meeting to be distributed to the city and utility owner.
- Review all relocation plans and provide letters of recommendation for approval.

Task 403 – Bid Plans and Bid Support

Based on 90% review comments, the plans will be revised, and the design will be finalized to provide a complete set of construction plans for bidding purposes. Bid plans will be provided that will include the following sheets:

- Title Sheet
- Typical Sections
- Summary of Pay Quantities and General Notes
- Summary Sheets
- Plan Sheets with Sidewalk Alignments
- Sidewalk Detail Sheets with spot elevations and horizontal geometric data including driveway reconstruction extents and ramps (where required)
- Striping Plans (covering 4 signalized intersections along corridor)
- Traffic Control Details (limited to 2 sheets)

In addition to the bid plans, a signed and sealed engineer's estimate will be provided to the city for use in verifying proposed bids by contractors. Olsson will attend a pre-bid meeting and assist with responses to any questions from prospective bidders.

Deliverables for the preliminary design task include:

- Electronic submittal (.pdf) and up to three (3) bound hardcopies of the bid plans.

CONSTRUCTION SERVICES

Phase 500 – Construction Phase Services

Task 501 - Construction Administration

Olsson shall perform the following construction administration services:

1. Attend a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.

Task 502 - Record Drawings

Olsson will prepare record drawings, based on contractors' "red lines." A PDF version of the record drawings will be submitted to the Client.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

The following services are considered outside of this scope and would be considered additional services shall they become necessary:

- Geotechnical Testing
- Right-of-Way Acquisition Services
- Preparation of Utility Relocation Plans

Regular Board of Commissioners

7.

Meeting Date: 02/01/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution canvassing the results of the Special Election conducted in the City of Shawnee, Oklahoma on the 12th day of January, 2021 for the approval of Ordinance No. 2697NS granting a franchise to ONE Gas, Inc., acting by and through its Oklahoma Natural Gas Company division, and its successors and assigns, for the sale, transportation and distribution of natural gas, and accepting the results of such Special Election and declaring the measure as passed.

Attachments

Resolution

Certificate of Votes

RESOLUTION NO. _____

A RESOLUTION CANVASSING THE RESULTS OF THE SPECIAL ELECTION CONDUCTED IN THE CITY OF SHAWNEE, OKLAHOMA ON THE 12TH DAY OF JANUARY, 2021 FOR THE APPROVAL OF ORDINANCE NO. 2697NS GRANTING A FRANCHISE TO ONE GAS, INC., ACTING BY AND THROUGH ITS OKLAHOMA NATURAL GAS COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR THE SALE, TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS, AND ACCEPTING THE RESULTS OF SUCH SPECIAL ELECTION AND DECLARING THE MEASURE AS PASSED.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAWNEE, OKLAHOMA:

That the City Council of the City of Shawnee, Oklahoma, a municipal corporation, in open session at its regularly scheduled meeting on the 1st day of February, 2021, having established the presence of a quorum and upon motion duly made and seconded, and having examined the results of the special election conducted in the City of Shawnee on January 12, 2021, including the statement by the Pottawatomie County Election Board certifying the election results, attached hereto, hereby accepts such results and further:

DECLARES the measure represented by Ordinance No. 2697NS and submitted to the voters of the City of Shawnee for the approval of the grant of a franchise to ONE Gas, Inc., acting by and through its Oklahoma Natural Gas Company division, and its successors and assigns, for the sale, transportation and distribution of natural gas in the City of Shawnee, as having:

PASSED.

PASSED AND APPROVED this 1st day of February, 2021.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 1st day of February, 2021.

JOSEPH M. VORNDRAH,
CITY ATTORNEY

POTTAWATOMIE COUNTY, OKLAHOMA

JANUARY 12, 2021

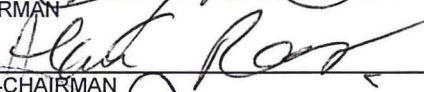
CITY OF SHAWNEE

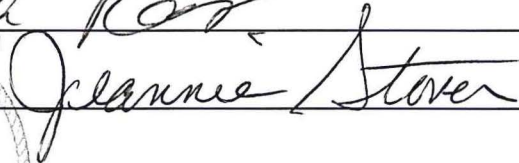
PROPOSITION CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	0	1
POTTAWATOMIE COUNTY PCT 630002	7	1
POTTAWATOMIE COUNTY PCT 630003	25	7
POTTAWATOMIE COUNTY PCT 630006	19	4
POTTAWATOMIE COUNTY PCT 630007	18	6
POTTAWATOMIE COUNTY PCT 630009	8	2
POTTAWATOMIE COUNTY PCT 630011	38	8
POTTAWATOMIE COUNTY PCT 630012	34	6
POTTAWATOMIE COUNTY PCT 630013	50	8
POTTAWATOMIE COUNTY PCT 630015	28	4
POTTAWATOMIE COUNTY PCT 630018	32	4
POTTAWATOMIE COUNTY PCT 630022	3	0
POTTAWATOMIE COUNTY PCT 630024	0	1
POTTAWATOMIE COUNTY PCT 630025	2	2
POTTAWATOMIE COUNTY PCT 630026	3	1
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	267	55

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 1/12/2021. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 15th DAY OF JANUARY, 2021.


 CHAIRMAN


 VICE-CHAIRMAN


 SECRETARY

Regular Board of Commissioners

8.

Meeting Date: 02/01/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution declaring certain items surplus property and authorizing the sale of said items at auction or disposal at the City of Shawnee's discretion.

Attachments

Resolution

RESOLUTION NO. _____

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

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

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

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

Adopted this 1st day of February, 2021

ATTEST:

Ed Bolt, Mayor

(Seal)

Lisa Lasyone, CMC, City Clerk

Exhibit "A"

ASSET NUMBER	YEAR	QUANTITY	MAKE/DESCRIPTI ON	MODEL NUMBER	VIN/SERIAL NUMBER
4654		1	FLINK Snow Plow		142
1489	1992	1	BOMAG Steel Roller		101490030464
1582	1995	1	INGERSOL Compressor		256456
1606	1999	1	GMC Tandem		1GDTH4C6XJ518867
1681	1991	1	International wench truck		1HSG2TOM296646
1822		1	Air concrete saw		N/A
1840		1	Air concrete saw		N/A
1919	1997	1	INGERSOL 3-ton steel roller		150381
1925	1997	1	SWENSON salt spreader		1202-1169
1926	1997	1	SWENSON salt spreader		1202-1170
1443	1981	1	LANCE 8' x 35' trailer		1118LF35B
1485	1981	1	CARRIER KING tag-along tilt trailer		3212TAT
2399		1	DELCO Steam cleaner		N/A
2904	1993	1	FORD 1 ton box truck		1FDK37M3PNA86401

Regular Board of Commissioners

9. a.

Meeting Date: 02/01/2021

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Shawnee Splash Waterpark Pool Paint Project (Award)

Attachments

Memo

Notice

Plan Holders List

Bid Documents

Bid Tabulation



Office of the Director of Operations

Date: January 26, 2021
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: Shawnee Splash Waterpark Hi-Build Epoxy Pool Paint Project Award

On January 19, 2021 staff opened bids on the Shawnee Waterpark Pool Painting Project along with an add alternate to look at recoating some of the floors within the pool house. There were two bids received:

Utility Maintenance contractor, Wichita, KS.

Pool Painting	\$62,350.00
Pool House Floors	\$7.85 per sqft

True Grit Sandblasting Company, Ada, OK.

Pool Painting	\$104,380.00
Pool House Floors	\$8.25 per sqft

Staff called references from previous jobs and received good feedback, we also talked to another contractor that did not bid on the project but was included in the bid process and they felt everything looked good.

Utility Maintenance and I went back through their bid to make sure they did not miss anything and talked some about the paint product and all seemed well.

Staff is requesting to award the project to Utility Maintenance Contractors of Wichita, KS in the amount of:

Pool Painting	\$ 62,350.00
Pool House Floors	\$20,017.00 (2550 sqft X \$7.85/sqft)
Total Contract	\$82,367.00

The project would be funded out of the facility repair portion of the ½ cent temporary sales tax. Account # 303-5-0960-5450

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee City Clerk's Office, 16 W. 9th Shawnee, OK 74801 or P. O. Box 1448, Shawnee, Oklahoma, up to **4:00 p.m., Tuesday, January 19, 2021** for:

Shawnee Splash Waterpark Pool Paint Project

There is an add alternate bid with this for the pool building floor epoxy project

An appointment to look at the pools can be set up by emailing jbryce@shawneeok.org.

Instructions and bid documents are available on the City of Shawnee web site at http://www.shawneeok.org/services/current_bids_proposals/index.php

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID - Shawnee Splash Waterpark Pool Paint Project January 19, 2021

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at **6:00 p.m., Tuesday, January 19, 2021**. The City of Shawnee reserves the right to reject any or all bids.



(SEAL)
ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: Chance Allison
Chance Allison, City Manager

Date: 12/22/2020

Plan Holders List

As of 01/12/2021

JIMMY L. TRIMBLE
PO BOX 890635
OKLAHOMA CITY, OK 73189

Sunbelt Pools
10555 Plano Rd
Dallas, TX 75238

PADDOCK ENTERPRISES
PO BOX 12693
OKLAHOMA CITY, OK 73157-2693

Dodge Data and Analytics
2860 S State Hwy 161 Ste 160 #501
Grand Prairie, TX 75052-7361

BLUE HAVEN POOLS
200 NE 150TH ST
EDMOND, OK 73013

Construct connect
3825 Edwards Road, Ste. 800
Cincinnati, OH 45209

MIDWEST POOLS
5861 S GARNETT RD. SUITE A
TULSA, OK 74146

Roy Lollis
Lollis Contracting LLC.

SPARTAN POOL & PATIO
1400 24TH AVE SW
NORMAN, OK 73072

True Grit Sandblasting
24825 County Road 1512
Ada, OK 74820

CRYSTAL CLEAR POOLS
911 E MACARTHUR
SHAWNEE, OK 74804

John Fryar Paint
jfryarpaint@gmail.com

SHANGRI-LA POOL & SPAS INC.
906 E 35TH
SHAWNEE, OK 74804

Utility Maintenance Contractors, LLC.
4151 N. Seneca St.
Wichita, KS 67204
kyle@umcllc.com

ISQFT
4500 LAKE FOREST DRIVE
BLUE ASH, OH 45242

SOUTHWEST CONSTRUCTION
NEW & SERVICES
3616 NORTHWEST 58TH
OKLAHOMA CITY, OK 73112

NOTICE TO BIDDERS

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Shawnee Splash Waterpark Pool Paint Project

There is an add alternate bid with this for the pool building floor epoxy project

An appointment to look at the pools can be set up by emailing jbrvce@shawneeok.org.

Instructions and bid documents are available on the City of Shawnee web site at http://www.shawneeok.org/services/current_bids_proposals/index.php

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID Shawnee Splash Waterpark Pool Paint Project January 19, 2021

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at **6:00 p.m., Tuesday, January 19, 2021**. The City of Shawnee reserves the right to reject any or all bids.



(SEAL)
ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: Chance Allison
Chance Allison, City Manager

Date: 12/22/2020

INFORMATION TO BIDDERS
FOR:

Shawnee Splash Waterpark Pool Paint Project

BY THE
CITY OF SHAWNEE

The City of Shawnee, a municipal corporation, (hereinafter called "CITY"), desires to replace the carpet tile in the Shawnee Public Library by a qualified installer, (hereinafter called VENDOR").

Sealed BIDS for the **Shawnee Splash Waterpark Pool Paint Project and add alternate bid** will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until **4:00 p.m., Tuesday, January 19, 2021** BIDS filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at **6:00 p.m., Tuesday, January 19, 2021**

The ORIGINAL COPY of the BID shall be filed with the City Clerk, together with a business relationship affidavit and a non-collusion affidavit that the firm or individual has not entered into any agreement, expressed or implied, with any other person or persons, for the purpose of limiting the proposal or proposers, or parcel out to any firm, or firms or any other persons, any part of the contract or subject matter of the proposal.

All BIDS must be made on the required BID FORM. The BID FORM must be fully completed and executed when submitted. Only one copy of the BID form is required in each bid package.

The CITY may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The VENDOR must satisfy themselves of the accuracy of the instructions and specifications. After BIDS have been submitted, the VENDOR shall not assert that there was a misunderstanding concerning the nature of the services to be provided.

Information obtained from an officer, agent, or employee of the CITY or any other person shall not affect the risks or obligations assumed by the VENDOR or relieve the VENDOR from fulfilling any of the conditions of the BID.

The CITY shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of EACH PROJECT. Information obtained from an officer, agent, or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID FOR EACH PROJECT must be accompanied by a BID bond payable to the CITY for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the CITY will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Contract, Statutory and Performance BONDS have been executed and approved after which it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance BOND, and a Statutory BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the CITY, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or Statutory BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance and Statutory Bonds within ten [10] calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the CITY may at his option consider the BIDDER in default in which case the BID BOND accompanying the proposal shall become the property of the CITY.

The CITY within ten (10) days of receipt of acceptable Performance and Statutory BONDS and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within such period, the bidder may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY .

**Shawnee Splash Waterpark
Hi-Build Epoxy Pool Paint Project
Specifications**

PROJECT SUMMARY

To remove existing paint and repaint with RAMUC HI-BUILD Epoxy Pool Paint of the Lap Pool, Recreation Pool, and Dive Pool. The color to be selected by owner's representative. Jobsite protection is required. Removal of grating is not required however protection of grating is required and gutter trench must be kept clean or cleaned prior to paint application.

PAINT REMOVAL

Hydro-blasting and/or sand blasting are acceptable methods of paint removal. Contractor to remove all spoils from site and taken to approved disposal site. All main drains, returns, pool lights, slides, water features, deck drains, etc. to be protected from spoils and damage.

SURFACE INSPECTION

Concrete surfaces should be tested for integrity and soundness. Should any minor repairs need to be made, such as structure patch or crack joint filling, repair with specified product. Follow the manufacturer's recommendations.

SURFACE REPAIR APPROVED PRODUCTS

Surface cracks in need of repair – Saw cut crack to open up ½" – 1" deep. Fill crack with BaseCrete

Structural cracks in need of repair – BaseCrete SlabStitch

CLEANING PROCESS:

Clean and Prep Solution by Ramuc - etches and neutralizes in place of the three-step process and a 3500 psi. power-washer.

Or use the traditional 3 step cleaning method

- Tri-sodium phosphate (TSP)
- Muriatic or sulfamic acid solution
- High-pressure (3500 psi.) power washer

Prepare the surface thoroughly with Clean and Prep Solution by Ramuc, following the directions carefully. This product takes the place of the TSP/ACID/TSP three step process described as follows: Scrub the entire pool surface with a soap/tri-sodium phosphate (TSP) solution to remove all dirt, oils, and chalk. All surfaces should then be acid etched with a 20% solution of muriatic or sulfamic acid to remove mineral deposits and to achieve a medium sandpaper grade finish on bare concrete or plaster surfaces. Neutralize/rinse with TSP and water.

CONDENSATION TEST

After all cleaning is completed, allow the pool surface to dry. Average dry times vary regionally and are dependent upon the porosity of the surface. Perform the condensation test once pool surface is dry plus one day.

- Tape 2' x 2' pieces of transparent plastic to areas in the deep end wall, floor and several other areas on the pool.
- Wait about 4 hours to determine if condensation as formed underneath the plastic. If condensation is evident, the surface is not dry enough to paint.

- Remove the plastic and wait 24 hours to perform the test again and continue until no condensation forms. This ensures the surface is dry enough to apply paint.
- Owners Representative to observe and provide approval to proceed with painting.

PAINT MIXING

Hi-Build Epoxy is self-priming; no primer should be used. Mechanically mix each component then mechanically mix combined components in the ratio of 1:1 by volume. Mixing with a stir stick is not allowed. Once mixed material must be allowed to stand for at least 20 minutes at 65° F and above. Allow to stand 45 minutes to ensure chemical reaction before using. If material is used too soon after mixing or if pool is filled too soon after application yellowing or loss of gloss can occur. If more than one-gallon kit is used at a time box several gallons together.

PAINT APPLICATION

Use no thicker than a 3/8" nap roller used for solvent based paints. DO NOT use rollers with cardboard cores. Apply at the recommended coverage rate. Ideal air temperatures for application are between 50° and 90° F. Surface temperature should be at least 50° F, no more than 90° F. Overnight curing temperatures must be at least 50° F or the paint will not cure properly causing an "oily" feel to the top of the paint. Do not paint when rain is imminent.

PAINT CURE RATES

Outdoor pool: 5-7 dry days. If rain occurs during the curing process, allow an extra day of dry time for each day of rain. Dry time to touch: 6-8 hours to recoat: 16-72 hours. If second coat is applied beyond 72 hours, the first coat must be abraded/sanded prior to applying second coat. Primer: All Ramuc paints are self-priming. Fill outdoor pools after at least 5 dry, sunny accumulative days.

PAINT COVERAGE RATES

150-200 square foot per mixed KIT on bare, sandblasted, or rough surfaces. 300-350 square foot per mixed KIT on recoats. (Actual coverage will vary and is dependent upon the texture and profile of the surface.) Minimum dry film per coat: 5 mils dry (7.5 mils wet) Maximum dry film per coat: 8 mils dry (12.5 mils wet) Pot life – use life: 3 hours (@ 70°F and 50% relative humidity) Clean-up: Ramuc Thinner or xylene Finish: Satin

CONTRACTOR REQUIREMENTS

Must have painted no less than 5 institutional or municipal swimming pools.
(Please provide a list with contacts)

Must have insurance which meets "City" requirements.

Must be able to provide performance bonds.

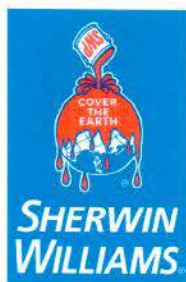
Total Estimated Sq.Ft. of all pools = 12847 Sq.Ft. (Walls and Floor) Contractor must verify.

An appointment to look at the pools can be set up by emailing jbryce@shawneeok.org.

Painting must be completed by April 19th, 2021, sooner if possible.

add alternate bid - Pool Building Floor Epoxy Project Specs

1. Contractor must take the concrete back down to raw concrete by sandblasting or other approved methods.
2. Macropoxy 646 fast curing epoxy or the equivalent must be used, color will be chosen by client. The substitution will need to be approved before the project begins.
3. There is approx. 3790 sqft of floor space but contractor will need to verify.
4. Bid this project by the sqft cleaning and painting together, client may not want to do all 3790 sqft but will do a minimum of 50% of the sqft if accepted.
5. Painting must be completed by April 19th, 2021, sooner if possible.
6. Macropoxy 646 spec sheet is attached.
7. **An appointment to look at the building can be set up by emailing jbryce@shawneeok.org.**



Protective & Marine Coatings

PRODUCT DATA SHEET



MACROPOXY® 646

FAST CURE EPOXY

Revised: October 23, 2020

PRODUCT DESCRIPTION

MACROPOXY 646 Fast Cure Epoxy is a high solids, high build, fast drying, polyamide epoxy designed to protect steel and concrete in industrial exposures. Ideal for maintenance painting and fabrication shop applications. The high solids content ensures adequate protection of sharp edges, corners, and welds. This product can be applied directly to marginally prepared steel surfaces.

INTENDED USES

- Recommended for marine applications, refineries, offshore platforms, fabrication shops, chemical plants, tank exteriors, power plants, water treatment plants, and mining and minerals industry
- Mill White and Black are acceptable for immersion use for salt water and fresh water, not acceptable for potable water

PRODUCT DATA

Finish:	Semi-Gloss	Average Drying Times @ 7.0 mils (175 microns) wet:		
Colors:	Mill White, Black and a wide range of colors available through tinting	35°F (1.7°C)	77°F (25°C)	100°F (38°C)
Volume Solids:	72% ± 2%, mixed, Mill White	50% RH	50% RH	50% RH
VOC (mixed):	Unreduced: <250 g/L; 2.08 lb/gal Reduced 10%: <300 g/L; 2.50 lb/gal	Touch:	4-5 hours	2 hours
Mix Ratio:	1:1 by volume	Handle:	48 hours	8 hours
Typical Thickness:		Recoat:		
Recommended Spreading Rate per coat:		minimum:	48 hours	8 hours
		maximum:	1 year	1 year
Wet mils (microns)	Minimum	Cure to service:		
	Maximum	atmospheric:	10 days	7 days
Dry mils (microns)	7.0 (175)	immersion:	14 days	7 days
~Coverage sq ft/gal (m²/L)	13.5 (338)	Average Drying Times as intermediate @ 5.0 mils (125 microns) wet:		
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	115 (2.9)	Touch:	3 hours	1 hour
	230 (5.8)	Handle:	48 hours	4 hours
*May be applied at 3.0-10.0 mils (75-250 microns) dft as an intermediate in a multicoat system.		Recoat:		
NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.		minimum:	16 hours	4 hours
		maximum:	1 year	1 year
Shelf Life:	36 months, unopened Store indoors at 40°F (4.5°C) to 110°F (43°C).	Paint temperature must be 40°F (4.5°C) minimum.		
Flash Point:	91°F (33°C), TCC, mixed	Pot Life:	10 hours	4 hours
Reducer/Clean Up:	Reducer #15, Reducer #58, or MEK (California) Reducer #111 or Oxsol 100	Sweat-in-time:	30 minutes	30 minutes
Weight:	12.9 ± 0.2 lb/gal ; 1.55 Kg/L, mixed, may vary by color			15 minutes

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Iron & Steel:	Atmospheric: SSPC-SP2/3 / ISO8501-1:2007 St 2 or SSPC-SP WJ-3 / NACE WJ-3L Immersion: SSPC-SP10 / NACE 2 / ISO8501-1:2007 Sa 2.5, 2-3 mil (50-75 micron) profile or SSPC-SP WJ-2/NACE WJ-2L
Stainless Steel:	Atmospheric: SSPC-SP16, 1 mil (25 micron) profile
Aluminum & Galvanizing:	SSPC-SP1. If surface has not be weathered for more than 6 months, follow SSPC-SP1 then SSPC-SP16. For fire proofing projects, consult a Sherwin-Williams representative for surface preparation requirements.
Concrete & Masonry:	Atmospheric: SSPC-SP13/NACE 6, or ICRI No. 310.2R CSP 1-3 Immersion: SSPC-SP13/NACE 6-4.3.1
Ductile Iron Pipe:	Atmospheric: NAPF 500-03-03 Power Tool Cleaning Buried & Immersion: NAPF 500-03-04 Abrasive Blast Cleaning Cast Ductile Iron Fittings: NAPF 500-03-05 Abrasive Blast Cleaning



Protective & Marine Coatings

PRODUCT DATA SHEET



MACROPOXY® 646

FAST CURE EPOXY

APPLICATION			APPLICATION CONDITIONS	
Airless Spray*			Temperature:	
Pump.....	30:1		Air: 35°F (1.7°C) minimum, 120°F (49°C) maximum	
Pressure.....	2800-3000 psi (193-206 bar)		Surface*: 35°F (1.7°C) minimum, 250°F (120°C) maximum	
Hose.....	1/4" ID (6.3 mm)		Material: 40°F (4.5°C) minimum	
Tip.....	0.17"-0.23" (0.43-0.58 mm)		At least 5°F (2.8°C) above dew point	
Filter.....	60 mesh		Relative humidity: 85% maximum	
Reduction.....	As needed up to 10% by volume		*When spraying a surface above 120°F (49°C), reduce material 10% with Reducer #100, R7K100. Spray apply only. Product will produce an orange peel appearance when applied at elevated temperatures.	
Conventional Spray*			APPROVALS	
Gun.....	DeVilbiss MBC-510		• Suitable for use in USDA inspected facilities	
Fluid Tip.....	E		• Acceptable for use in Canadian Food Processing facilities, categories: D1, D2, D3 (Confirm acceptance of specific part numbers/rexes with your SW Sales Representative)	
Air Nozzle.....	704		• Conforms to AWWA D102 OCS #5	
Atomization Pressure.....	60-65 psi (4.1-4.5 bar)		• Conforms to MPI # 108	
Fluid Pressure.....	10-20 psi (0.7-1.4 bar)		• This product meets specific design requirements for non-safety related nuclear plant applications in Level II, III and Balance of Plant, and DOE nuclear facilities*	
Brush*			• Meets Class A requirements for Slip Coefficient, 0.36 @ 6 mils / 150 microns dft (Mill White only)	
Brush.....	Nylon/Polyester or Natural Bristle		• Approved intermediate for NEPCOAT System B	
Roller*			* Nuclear qualifications are NRC license specific to the facility	
Cover.....	3/8" woven with solvent resistant core		ADDITIONAL NOTES	
Plural Component Spray ..Acceptable			Tint Part A with Maxitones at 150% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.	
*Reduction.....As needed up to 10% by volume			Tinting is not recommended for immersion service.	
If specific application equipment is not listed above, equivalent equipment may be substituted.			Quik-Kick Epoxy Accelerator is acceptable for use. See data page for details.	
RECOMMENDED SYSTEMS			Acceptable for concrete floors.	
Dry Film Thickness / ct.			When spraying a surface above 120°F (49°C), reduce material 10% with Reducer #100. Spray apply only. Product will produce an orange peel appearance when applied at elevated temperatures.	
			Topcoating: It is recommended to apply a thinned-down, low wet film thickness mist coat over zinc rich primers to help avoid outgassing. Allow it to tack up and seal the surface. Then apply a full wet film thickness coat as directed.	
			Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine one part by volume of Part A with one part by volume of Part B. Thoroughly agitate the mixture with power agitation. Allow the material to sweat-in as indicated prior to application. Re-stir before using.	
			HEALTH AND SAFETY	
			Refer to the SDS sheet before use.	
			Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.	
			DISCLAIMER	
			The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.	
			WARRANTY	
			The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.	



Office of the Director of Operations

Date: January 6, 2021
To: Perspective Contractors
From: James Bryce, Director of Operations
RE: **Addendum 1, Shawnee Splash Waterpark Hi-Build Epoxy Pool Paint Project**

Addendum Number 1

The section about Paint Removal will be changed with **Hydro-Blasting** removed and shall read:

PAINT REMOVAL

Sand blasting will be the acceptable method of paint removal. Contractor to remove all spoils from site and taken to approved disposal site. All main drains, returns, pool lights, slides, water features, deck drains, etc. to be protected from spoils and damage.

If you have any questions regarding the above, or need additional information, please advise at jbryce@shawneeok.org.

Respectfully,

James Bryce

Director of Operations

City of Shawnee



Office of the Director of Operations

Date: January 7, 2021
To: Perspective Contractors
From: James Bryce, Director of Operations
RE: **Addendum 2**, add alternate bid – Pool Building Floor Epoxy Project Specs

Addendum Number 2

The following is in addition to the current Pool Building Floor Epoxy Specs:

When prepping the Pool Building Floor for the epoxy coating you must include a 1/4" groove/keyway around all floor drains and door thresholds to allow for a thicker epoxy edge.

If you have any questions regarding the above, or need additional information, please advise at jbryce@shawneeok.org.

Respectfully,

James Bryce
Director of Operations
City of Shawnee

BID FORM

CONSTRUCTION BID: **Shawnee Splash Waterpark Pool Paint Project**
add alternate bid - Pool Building Floor Epoxy Project

BID SUBMITTED TO: THE CITY OF SHAWNEE CITY CLERKS OFFICE
16 W.9th Street Shawnee, OK 74801 or P.O. Box 1448
Shawnee, Oklahoma 74802-1448

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID - Shawnee Splash Waterpark Pool Paint Project
January 19, 2021

1. If this Bid is accepted, the undersigned BIDDER proposes to supply the construction specified or indicated in the construction Specifications on or before the Delivery Date stated in this Bid and in accordance with the other terms and conditions within the Bid Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders. This BID will remain subject to acceptance for thirty (30) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents that:
 - a. BIDDER has examined copies of all the Bid Documents and of the following Addenda (receipt of all which is hereby acknowledged) (if none, so state)

ADDENDA NUMBER (S): _____

- b. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has directly or Indirectly induced or solicited any other BIDDER to submit a false sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. The following documents are attached and made a condition of this Bid:
 - a. Notice to Bidders
 - b. Information to Bidders
 - c. Bid Affidavits (Non-collusion and Business Relationship).
 - d. Bid Bond

5. The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

6. The BIDDER agrees to provide materials and labor to the Owner for the following Price:

<u>ITEM</u>	<u>AMOUNT</u>
Shawnee Splash Waterpark Pool Paint Project Possible start date if selected: _____	\$ _____
add alternate bid - Pool Building Floor Epoxy Project	\$ _____ per sqft.

VENDOR'S STATEMENT: (CONSTRUCTION PROPOSED COMPLIES:) YES___ NO___

CONTRACTOR _____

ADDRESS _____

SIGNATURE _____

TITLE _____ DATE _____

Any questions can be directed to:
James Bryce
Director of Operations
City of Shawnee
jbryce@shawneeok.org

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS:

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the VENDOR to submit the attached Proposal. Affiant further states that the VENDOR has not been a party to any collusion among the Proposers in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from submitting a Proposal; or with any City 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 the Proposers and any City official concerning exchange of money or other thing of value for special consideration in the awarding of a contract; that the undersigned/Proposer has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this Proposal.

FIRM NAME

By: _____

Sworn before me this _____ day of _____, 20__

Notary Public

My commission expires _____

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS:

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the VENDOR to submit the attached Proposal. 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 any party to the prospective contract 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 Proposing company and any other party to the prospective contract is as follows:

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

(If none of the business relationships herein above mentioned exists, affiant should so state.)

AFFIANT

Sworn before me this _____ day of _____, 20__

Notary Public

My commission expires _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and

_____ as Surety,

are hereby held and firmly bound unto the CITY OF SHAWNEE, OKLAHOMA, as OWNER in

the penal sum of _____ for the payment of which, well and truly to

be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF SHAWNEE, OKLAHOMA a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Shawnee Splash Waterpark Pool Paint Project and add alternate bid - Pool Building Floor Epoxy Project if accepted.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto [properly completed in accordance with said BID] and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Principal

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list [Circular 570 as amended] and be authorized to transact business in the state where the project is located.

BID TABULATION SHEET

SHAWNEE SPLASH WATERPARK POOL PAINT PROJECT

January 19, 2021

BIDDER

AMOUNT

Utility Maintenance Contractor, Wichita, KS

\$ 62,350⁰⁰

Add Alternate Bid – Pool Building Floor Epoxy Project

\$ 7.85/sq ft

True Grit Sandblasting Co. Inc., Ada, OK

\$ 104,380⁰⁰

Add Alternate Bid – Pool Building Floor Epoxy Project

\$ 8.25/sq ft

\$ _____

Add Alternate Bid – Pool Building Floor Epoxy Project

\$ _____

\$ _____

Add Alternate Bid – Pool Building Floor Epoxy Project

\$ _____

\$ _____

Add Alternate Bid – Pool Building Floor Epoxy Project

\$ _____