

AGENDA
BOARD OF CITY COMMISSIONERS
AUGUST 21, 2023 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of BancFirst, SSM Health, and Shawnee Mills for their generous donation of funds for the West Farral Street Welcome Sign.
2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)
3. 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 Item No. 21.
 - b. Minutes from the July 17, 2023 regular meeting and the August 7, 2023 special call meeting.
 - c. Acknowledge the following minutes and reports:
 - Board of Adjustment Minutes from the May 18, 2023 regular meeting.
 - Planning Commission Minutes from the July 5, 2023 regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the June 15, 2023 regular meeting.

- Shawnee Urban Renewal Authority from the November 1, 2022 rescheduled regular meeting.
 - License Payment Report for July 2023.
 - Project Payment Report for July 2023.
- d. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc., to serve an existing City Lake Lot Lease at Shawnee Twin Lakes.
 - e. Acceptance of public water line improvements along American Way and place Maintenance Bond into effect.
 - f. Acceptance of a right-of-way utility easement agreement for property along 417 South Lindale Avenue.
 - g. Acceptance of right-of-way utility easement agreement for property along 408 South Lindale Avenue.
 - h. Acceptance of right-of-way utility easement agreement for property along 1532 East Farrall Street.
 - i. Acceptance of right-of-way utility easement agreement for property within Out Lot 7 of Elliott's Addition.
 - j. Acceptance of right-of-way utility easement agreement for property along 1530 East Farrall Street.
 - k. Acceptance of right-of-way utility easement agreement for property along 1703 East Farrall Street.
 - l. Acknowledge the resignation of Tosha Tanquary from the Shawnee Urban Renewal Authority.
 - m. Mayor Appointments:

Shawnee Senior Citizens Advisory Board

Barry Fogerty

1st Full Term

Expires: July 1, 2026

Replaces Janice Orlauski -

Term Expired

Pamela Pensoneau <i>Replaces Jeanni Pruitt - Term Expired</i>	1st Full Term	Expires: July 1, 2026
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Shawnee Housing Authority

Daniel Jordan Resident Commissioner <i>Replaces Tamara Hale - Term Expired</i>	1st Partial Term	Expires: February 1, 2026
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4. Mayor's Proclamation(s)
 - a. "National Suicide Prevention Month", September 2023
5. Shawnee Twin Lake No. 1 Briefing - Seth Barkhimer, Director of Engineering
6. Consideration of an agreement between the City of Shawnee and Terracon Consultants, Inc. for Geotechnical Engineering Services.
7. Consideration of a proposal with Elevation Land Surveying to provide Professional Survey Services at Shawnee Twin Lake No. 1.
8. Consideration of a resolution authorizing the application for a Shawnee-specific Continuum of Care from the United States Department of Housing and Urban Development.
9. Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and authorizing disposal at the City's discretion.
10. Consideration of a contract renewal between Central Oklahoma Community Action Agency and the City of Shawnee's Community Development Block Grant program for administration of Transitional Housing for Shawnee Urban Renewal Authority property.
11. Consider an agreement between the City of Shawnee and the AARP for participation in the Senior Community Service Employment Program offered

by the AARP Foundation.

12. Public hearing of a request for a Conditional Use Permit (CUP) for telecommunications housing on property located at 43008 East MacArthur Street.
Case No. CUP02-23 | Applicants: Tim & Donna Russell
13. Consideration of approval for a Conditional Use Permit (CUP) for telecommunications housing at the property located at 43008 East MacArthur Street.
Case No. CUP02-23 | Applicants: Tim & Donna Russell
14. Consideration of an ordinance of the City of Shawnee, Oklahoma amending portions of Chapter 4 "Alcoholic Beverages", by creating a complimentary beverage license for a certain purpose and providing for a definition; providing for severability; providing for codification; and providing for repealer.
15. Consideration of a resolution updating the City Fee Schedule by setting the complimentary beverage license fee pursuant to Article I of Chapter 4 "Alcoholic Beverages" of the Shawnee Municipal Code; and providing for the readoption of the City Fee Schedule in whole.
16. Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 6 "Aviation", providing for repeal; providing for codification; providing for severability; and setting the effective date.
17. Public hearing on an amendment to the Capital Improvement Plan to add two projects at the Shawnee Municipal Airport.
18. Consideration of an amendment to the Capital Improvement Plan to add two projects at the Shawnee Municipal Airport.
19. Consideration and approval of a Memorandum of Understanding with Oklahoma Baptist University to allow nursing students to embed within the Homeless Resource Center.
20. Consideration of the following budget amendments for Fiscal Year 2023 – 2024:
 - a. Gifts & Contributions Fund - Fund 706 - To fund the installation of the Shawnee Gateway sign on West Farrall Street funded by donations received

in FY23.

- b. General Fund - Fund 001 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
- c. Hotel/Motel Surcharge Fund - Fund 106 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
- d. Capital Improvement Fund - Fund 301 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
- e. Street Improvement Fund - Fund 302 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
- f. 2018 Capital Improvement Fund - Fund 303 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
- g. American Rescue Plan Fund - Fund 304 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
- h. Grant Fund - Fund 010 - to appropriate fund balance for remaining FY23 balance in the Grant Fund for the emergency services contracts due to the April 19, 2023 tornado event.

21. Consider Bid(s):

- a. Independence Avenue Waterline Project (Open)

22. Acknowledge Monthly Sales Tax Report.

23. Administrative Report(s):

- a. Designated Camp & Shelter Site, Proposed Operations Model and Set-up Requirements - Andrea Weckmueller-Behringer, City Manager and Rian Harkins, Community Development Director

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

25. Commissioners Comments

26. Adjournment

Respectfully submitted,

A handwritten signature in blue ink that reads "Lisa Lasyone". The signature is written in a cursive, flowing style.

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)



Certificate of Recognition

ON THIS 21ST DAY OF AUGUST, 2023,
THE CITY OF SHAWNEE EXPRESSES ITS SINCERE APPRECIATION TO

BancFirst[®]

FOR YOUR GENEROUS DONATION
IN SUPPORT OF THE FARRALL STREET - WELCOME SIGN

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK



Certificate of Recognition

ON THIS 21ST DAY OF AUGUST, 2023,

THE CITY OF SHAWNEE EXPRESSES ITS SINCERE APPRECIATION TO



FOR YOUR GENEROUS DONATION

IN SUPPORT OF THE FARRALL STREET - WELCOME SIGN

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK



Certificate of Recognition

ON THIS 21ST DAY OF AUGUST, 2023,
THE CITY OF SHAWNEE EXPRESSES ITS SINCERE APPRECIATION TO

SHAWNEE MILLS

FOR YOUR GENEROUS DONATION
IN SUPPORT OF THE FARRALL STREET - WELCOME SIGN

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JULY 17, 2023 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, July 17, 2023 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Friday, July 14, 2023, at 1:41 PM. Mayor Bolt presided called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of the Potawatomi Fire Basketball Team.

Mayor Bolt presented a Certificate of Recognition to Chairman Rocky Barrett, Vice Chairman Linda Capps, and General Manager David Qualls .

2. Recognition of the new Salvation Army Captains.

Mayor Bolt presented a Certificate of Recognition to Salvation Army Captains Brittany Carr and Ian Carr.

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

Mr. David Thomas, Mr. Michael Affentranger, Mr. Steve Mitchell, Mr. Rick Young, and Ms. Diana Tarrillo spoke during Citizens Participation.

4. 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 Item No. 19.

b. Minutes from the June 20, 2023 regular meeting.

c. Acknowledge the following minutes and reports:

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the May 18, 2023 regular meeting.
- Planning Commission Minutes from the May 3, 2023 regular meeting.
- License Payment Report for June 2023.
- Project Payment Report for June 2023.

d. Lake Lease Transfer:

- Skipper Tract Lot 5, 16614 Archery Range Rd
From: Mike Vinson
To: Mike Vinson, Kayla Vinson, Eric Vinson, and Ashlee Vinson

e. Approve renewal of the following agreements for Fiscal Year 2023-2024:

- Agreement with Independent School District No. 93, also known as Shawnee Public Schools, for Supplemental Police Services.
 - Interlocal Cooperation Agreement with Gordon Cooper Technology Center (GCTC) for District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees, and patrons of GCTC.
- f. Approval of the FY-2023 Audit Engagement Letter with Arledge & Associates, P.C.
- g. Approval of an Agreement with Grove Elementary School District for Supplemental Police Services.
- h. Mayor Appointments:

Shawnee Senior Citizens Advisory Board

Albert Rice

2nd Full Term

Expires: July 1, 2026

Reappointment

Mayor Bolt pulled Consent Agenda Item No. 4(a) for separate consideration. A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve Consent Agenda Item Nos. 4(a-h), less 4(a). Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

Mayor Bolt advised that Consent Agenda Item No. 4(a) should reference

Agenda Item No. 20 and not No. 19.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve Consent Agenda Item No. 4(a) with amendment to reference Agenda Item No. 20. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

5. Presentation of the Pet of the Month by Animal Control.

There was no pet of the month.

6. Commission appointment of a Vice Mayor (per Article III, Section 6 of the City Charter).

City Manager Andrea Weckmueller-Behringer advised that per Article III, Section 6 of the City Charter, the Commission shall appoint one of its members for a term of one-year to be Vice Mayor.

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to appoint Commissioner Rutherford as Vice Mayor. Motion carried 6-0-1.

AYE: Engles, Sehorn, Richter, Matthews, Flood, Bolt

NAY: None

ABSTAIN: Rutherford

7. Consideration of a revision to an Agreement, previously approved but not executed, with Shawnee Forward for Fiscal Year 2023-2024.

City Manager Andrea Weckmueller-Behringer provided a Staff report. She advised that after the June 20, 2023 City Commission meeting, the Shawnee Forward Board of Directors requested minor revisions to the scope of work contained in Section 2 with the intent of delineating that all sub-items in that section be considered part of the required long-term Economic Development Plan. She advised that Staff recommends approval.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve the revised Contract for Economic Development Services Between the City of Shawnee and Shawnee Forward for Fiscal Year 2023-2024. Motion carried 6-0-1.

AYE: Sehorn, Rutherford, Richter, Matthews, Flood, Bolt

NAY: None

ABSTAIN: Engles

8. Consideration of the purchase of five (5) vehicles from Bob Howard under state contract pricing in the total amount of \$180,990.00.

Police Chief Mason Wilson provided a Staff report.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve the purchase of five (5) vehicles from Bob Howard under state contract pricing in the total amount of One Hundred Eighty Thousand Nine Hundred Ninety Dollars (\$180,990.00). Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

9. Public Hearing on an amendment to the Capital Improvement Plan to change the project scope and increase the cost to include an anticipated pressure paving project.

Finance Director Lindsey McNabb-Fox advised that Staff is requesting an amendment to a project to include pressure pave-based routine roadway maintenance activities and changing the project title from "Seal Coat, Overlay or Panel Replacement Project" to "Pressure Pave, Seal Coat, Overlay or Panel Replacement Project." She advised that it is also anticipated that the first year of the project will be at a higher expenditure level than subsequent years. Staff is also requesting an increase to the projects cost from One Million Five Hundred Thousand Dollars (\$1,500,000.00) to Two Million Two Hundred Thousand Dollars (\$2,200,000.00).

Mayor Bolt declared a public hearing in session to consider an amendment to the Capital Improvement Plan to change the project scope and increase the cost to include an anticipated pressure paving project. No one spoke during the public hearing. The public hearing was closed.

10. Consideration of an amendment to the Capital Improvement Plan to change the project scope and increase the cost to include an anticipated pressure paving project.

A motion was made by Commissioner Flood, seconded by Commissioner Engles, to approve an amendment to the Capital Improvement Plan to change the

project scope and increase the cost to include an anticipated pressure paving project. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

11. Public hearing and review of a proposed text amendment to Section 22-295 of the Zoning Code regarding Traditional Neighborhood (TN) infill standards.
(Deferred from June 20, 2023 City Commission meeting.)

Community Development Director Rian Harkins provided a Staff report.

Mayor Bolt declared a public hearing in session to consider a proposed text amendment to Section 22-295 of the Zoning Code regarding Traditional Neighborhood (TN) infill standards. No one spoke during the public hearing. The public hearing was closed.

12. Consideration of an ordinance amending Section 22-295 of the Zoning Ordinance of the City of Shawnee, Pottawatomie County, Oklahoma, more specifically known as the Traditional Neighborhood Infill Standards, by adding a Section 22-295(5) to said zoning ordinance.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve an ordinance amending Section 22-295 of the Zoning Ordinance of the City of Shawnee, Pottawatomie County, Oklahoma, more specifically known as the Traditional Neighborhood Infill Standards, by adding a Section 22-295(5) to said zoning ordinance.

Ordinance No. 2789NS was introduced.

AN ORDINANCE AMENDING SECTION 22-295 OF THE ZONING ORDINANCE OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, MORE SPECIFICALLY KNOWN AS THE TRADITIONAL NEIGHBORHOOD INFILL STANDARDS, BY ADDING A SECTION 22-295(5) TO SAID ZONING ORDINANCE.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

Ordinance No. 2789NS was adopted by the City Commission.

COMMISSIONER ENGLES LEFT THE MEETING AT 6:44 P.M.

13. Public hearing of a request for a Conditional Use Permit (CUP) for a brewery/taproom at the property located at 313 East Main Street.
Case No. CUP01-23 | Applicant: Vortex Alley Brewing, LLC. (*Deferred from June 20, 2023 City Commission meeting.*)

Community Development Director Rian Harkins provided a Staff report.

Mayor Bolt declared a public hearing in session to consider a Conditional Use Permit (CUP) for a brewery/taproom at the property located at 313 East Main Street. Mr. David Thomas spoke in favor of said CUP. No one spoke against said CUP. The public hearing was closed.

14. Consideration of an approval for a Conditional Use Permit (CUP) for a brewery/taproom at the property located at 313 East Main Street.

Community Development Director Rian Harkins advised the Planning Commission and Staff recommend approval of the item.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve a Conditional Use Permit (CUP) for a brewery/taproom at the property located at 313 East Main Street. Motion carried 6-0-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Richter, Matthews

NAY: None

ABSTAIN: None

COMMISSIONER ENGLES RETURNED TO THE MEETING AT 6:50 P.M.

15. Public hearing of a request to rezone from I-2 (Light Industrial District) and R-1 (Single-Family Residential District) to A-1 (Rural Agricultural District) on property located at 1804 W. Dewey Street.
Case No. RZ10-23 | Applicant: Larry LeRay

Community Development Director Rian Harkins provided a Staff report. He advised the Planning Commission and Staff recommend approval.

Mayor Bolt declared a public hearing in session to consider rezoning a property from I-2 (Light Industrial District) and R-1 (Single-Family Residential District) to

A-1 (Rural Agricultural District) on property located at 1804 W. Dewey Street. No one spoke in favor or against said rezoning. The public hearing was closed.

16. Consideration of an ordinance rezoning from I-2 (Light Industrial District) and R-1 (Single-Family Residential District) to A-1 (Rural Agricultural District) on property located at 1804 W. Dewey Street.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve an ordinance rezoning from I-2 (Light Industrial District) and R-1 (Single-Family Residential District) to A-1 (Rural Agricultural District) on property located at 1804 W. Dewey Street.

Ordinance No. 2790NS 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: TRACT 1 A TRACT OF LAND LYING IN A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 SW/4 NW/4) AND ALSO LYING IN A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (W/2 SE/4 SW/4 NW/4) OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, AND FURTHER DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER (SW/C) OF SAID SW/4 SW/4 NW/4; THENCE N00°00'39"E ALONG THE WEST LINE OF SAID SW/4 SW/4 NW/4 A DISTANCE OF 131.18 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF THE C. R. I. & P. RAILROAD COMPANY, ALSO BEING THE POINT OF BEGINNING; THENCE N00°00'39"E CONTINUING ALONG SAID WEST LINE A DISTANCE OF 345.62 FEET; THENCE S89°56'54"E A DISTANCE OF 904.21 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY NO. 177, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2764.80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID WEST RIGHT OF WAY LINE OF HIGHWAY NO. 177 A DISTANCE OF 341.26 FEET, SAID CURVE HAVING A CORD BEARING AND DISTANCE OF (S06°25'10"E 341.05 FEET); THENCE S02°53'00"E CONTINUING ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 134.41 FEET, TO A

POINT WHERE SAID WEST RIGHT OF WAY LINE INTERSECTS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°49'44"W ALONG SAID SOUTH LINE A DISTANCE OF 794.36 FEET, TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF SAID C. R. I. & P. RAILROAD COMPANY; THENCE N49°49'26"W ALONG SAID NORTHEAST RIGHT OF WAY LINE A DISTANCE OF 202.62 FEET TO THE POINT OF BEGINNING. ALSO DESCRIBED AS: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, LESS THE FORMER RIGHT OF WAY OF THE C. R. I. & P. RAILROAD COMPANY. AND TRACT 2 THE WEST HALF (W/2), OR THE WEST 30 FEET AND 6 INCHES, OF LOT TWO (2), ALL OF LOTS THREE (3), FOUR (4), FIVE (5) AND SIX (6) AND THE WEST HALF (W/2) OF LOT SEVEN (7), BRADBURY'S ADDITION, BEING A RE-PLAT OF BLOCK SEVEN OF MAYWOOD ADDITION, LESS AND EXCEPT THE WESTERLY 34 FEET OF SAID BLOCK SEVEN (7), TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. FROM ZONING CLASSIFICATION I-2 (LIGHT INDUSTRIAL DISTRICT) AND R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

Ordinance No. 2790NS was adopted by the City Commission.

17. Consideration of an ordinance relating to arts in public places, amending Chapter 22 of the Shawnee Municipal Code by amending Article IX of Chapter 22, providing for arts in public places; providing for repeal; providing for severability; and providing for codification.

Community Development Director Rian Harkins advised that the proposed

ordinance provides for clarity on how membership is derived, terms of office and a one percent (1%) public arts fee and focuses strictly on public facilities.

A motion was made by Commissioner Flood, seconded by Commissioner Matthews, to approve an ordinance relating to arts in public places, amending Chapter 22 of the Shawnee Municipal Code by amending Article IX of Chapter 22, providing for arts in public places; providing for repeal; providing for severability; and providing for codification.

Ordinance No. 2791NS was introduced.

AN ORDINANCE RELATING TO ARTS IN PUBLIC PLACES, AMENDING CHAPTER 22 OF THE SHAWNEE MUNICIPAL CODE BY AMENDING ARTICLE IX OF CHAPTER 22, PROVIDING FOR ARTS IN PUBLIC PLACES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

Ordinance No. 2791NS was adopted by the City Commission.

18. Consideration of a resolution updating the City Fee Schedule by setting the art project application fee for review by the Shawnee Arts & Culture Commission pursuant to Article IX of Chapter 22 of the Shawnee Municipal Code; and providing for the readoption of the City Fee Schedule in whole.

Community Development Director Rian Harkins advised that the proposed resolution will update the City Fee Schedule by adding the art project application fee.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve a resolution updating the City Fee Schedule by setting the art project application fee for review by the Shawnee Arts & Culture Commission pursuant to Article IX of Chapter 22 of the Shawnee Municipal Code; and providing for the readoption of the City Fee Schedule in whole.

Resolution No. 6707 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE ART PROJECT APPLICATION FEE FOR REVIEW BY THE SHAWNEE ARTS & CULTURE COMMISSION PURSUANT TO ARTICLE IX OF CHAPTER 22 OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR THE READOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

19. Consideration of the following budget amendments for Fiscal Year 2023 – 2024:

- a. 2018 Capital Improvement Fund - Fund 303 - to fund an anticipated pressure paving project in the Streets Department.

Finance Director Lindsey McNabb-Fox provided a Staff report.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the budget amendment listed in Agenda Item No. 19(a).

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

20. Consider Bid(s):

- a. Wet Demolition and Clearing of 1, 7, and 9 West Main (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Viet National, Rogers, MN</u>	
Base Bid 'A' – Building Demo & Debris Removal – 1 W Main	\$148,050.00
Base Bid 'B' – Building Demo & Debris Removal – 7 W Main	\$ 59,750.00
Base Bid 'C' – Building Demo & Debris Removal – 9 W Main	\$ 46,800.00
Add Alternate – Building Demo & Debris Removal – 1, 7 & 9 W Main	\$254,600.00

Add Alternate – Slab & Footing Structural Removal – 1 W Main	\$ <u>21,500.00</u>
Add Alternate – Slab & Footing Structural Removal – 7 W Main	\$ <u>12,800.00</u>
Add Alternate – Slab & Footing Structural Removal – 9 W Main	\$ <u>11,100.00</u>

K&M Dirt Services LLC, Oklahoma City, OK

Base Bid 'A' – Building Demo & Debris Removal – 1 W Main	\$ <u>82,775.00</u>
Base Bid 'B' – Building Demo & Debris Removal – 7 W Main	\$ <u>81,575.00</u>
Base Bid 'C' – Building Demo & Debris Removal – 9 W Main	\$ <u>99,450.00</u>
Add Alternate – Building Demo & Debris Removal – 1, 7 & 9 W Main	\$ <u>263,800.00</u>
Add Alternate – Slab & Footing Structural Removal – 1 W Main	\$ <u>29,925.00</u>
Add Alternate – Slab & Footing Structural Removal – 7 W Main	\$ <u>11,150.00</u>
Add Alternate – Slab & Footing Structural Removal – 9 W Main	\$ <u>16,975.00</u>

Total Demolition Services LLC, Oklahoma City, OK

Base Bid 'A' – Building Demo & Debris Removal – 1 W Main	\$ <u>33,600.00</u>
Base Bid 'B' – Building Demo & Debris Removal – 7 W Main	\$ <u>46,100.00</u>
Base Bid 'C' – Building Demo & Debris Removal – 9 W Main	\$ <u>68,700.00</u>
Add Alternate – Building Demo & Debris Removal – 1, 7 & 9 W Main	\$ <u>132,500.00</u>
Add Alternate – Slab & Footing Structural Removal – 1 W Main	\$ <u>26,250.00</u>
Add Alternate – Slab & Footing Structural Removal – 7 W Main	\$ <u>8,750.00</u>
Add Alternate – Slab & Footing Structural Removal – 9 W Main	\$ <u>14,800.00</u>

American Demolition, Tulsa, OK

Base Bid 'A' – Building Demo & Debris Removal – 1 W Main	\$ <u>None</u>
Base Bid 'B' – Building Demo & Debris Removal – 7 W Main	\$ <u>None</u>
Base Bid 'C' – Building Demo & Debris Removal – 9 W Main	\$ <u>None</u>
Add Alternate – Building Demo & Debris Removal – 1, 7 & 9 W Main	\$ <u>229,759.00</u>
Add Alternate – Slab & Footing Structural Removal – 1 W Main	\$ <u>None</u>
Add Alternate – Slab & Footing Structural Removal – 7 W Main	\$ <u>None</u>
Add Alternate – Slab & Footing Structural Removal – 9 W Main	\$ <u>None</u>

Midwest Wrecking Co. Demolition, Oklahoma City, OK

Base Bid 'A' – Building Demo & Debris Removal – 1 W Main	\$ <u>147,210.00</u>
Base Bid 'B' – Building Demo & Debris Removal – 7 W Main	\$ <u>134,820.00</u>
Base Bid 'C' – Building Demo & Debris Removal – 9 W Main	\$ <u>168,810.00</u>
Add Alternate – Building Demo & Debris Removal – 1, 7 & 9 W Main	\$ <u>402,310.00</u>
Add Alternate – Slab & Footing Structural Removal – 1 W Main	\$ <u>24,910.00</u>
Add Alternate – Slab & Footing Structural Removal – 7 W Main	\$ <u>17,120.00</u>
Add Alternate – Slab & Footing Structural Removal – 9 W Main	\$ <u>13,110.00</u>

Director of Engineering Seth Barkhimer handed out an updated Plan Holder's List and read five (5) bids into the record. He requested that the bid award be deferred to a future meeting to allow Staff to review each bid.

A motion was made by Commissioner Flood, seconded by Commissioner Engles, to defer the item to a future City Commission meeting. Motion Carried 7-

0-0.

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

NAY: None

ABSTAIN: None

21. Acknowledge Monthly Sales Tax Report.

Finance Director Lindsey McNabb-Fox reported sales tax is up Two Hundred Fifty-Eight Thousand Seven Hundred Forty-One Dollars (\$258,741.00) or Ten Point Six Percent (10.6%), over the projected budget year-to-date. She stated that use tax collections are up One Thousand Two Hundred Ninety Dollars (\$1,290.00) or Zero Point Forty-Five Percent (0.45%), above the projected budget year-to-date.

22. Administrative Report(s):

- a. 2018 Half-Cent Sales Tax Quarterly Update - Lindsey McNabb-Fox, Finance Director

Finance Director Lindsey McNabb-Fox provided a presentation on the 2018 Half-Cent Sales Tax Quarterly Update. She discussed items that included:

- 2018 Sales Tax Election
- KidSpace Park Grand Opening - June 23, 2023
- Investment Updates
- Investment Updates - Fourth Quarter

- b. Pressure Pave Project - Brad Schmidt, Public Works Director

Public Works Director Brad Schmidt provided a presentation on the Pressure Pave Project. He discussed items that included:

- The Process
- Chip or Scrub Seal - Relies on Gravity Fill
- PressurePave - Forced Injection Fill
- Goals for Finished Surface

23. 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.

24. Commissioners Comments

Commissioner Richter commented on the Capital Improvement Plan, the projects at the Airport, and the International Finals Youth Rodeo (IFYR).

Commissioner Sehorn commented on sales tax, businesses that are still closed due to the April 19, 2023 storm event, KidSpace Park, the IFYR, and the Pressure Pave project.

Vice Mayor Rutherford commented on sales tax, the recent car show downtown, and the IFYR. He also congratulated the Potawatomi Fire Basketball Team.

Commissioner Flood commented on KidSpace Park, the IFYR, and the downtown car show. He also congratulated the Potawatomi Fire Basketball Team.

Commissioner Engles commented on the Potawatomi Fire Basketball Team and KidSpace Park.

Commissioner Matthews commented on the Potawatomi Fire Basketball Team, KidSpace Park, IFYR, and the new Salvation Army Captains.

Mayor Bolt welcomed the new Salvation Army Captains and congratulated the Potawatomi Fire. He also commented on KidSpace Park, the recent downtown car show, and the IFYR. He also announced that there would be a Special Call meeting on Monday, August 7, 2023 to discuss homelessness.

25. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:48 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC
CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

AUGUST 7, 2023 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Special Called Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, August 7, 2023 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, August 3, 2023 at 4:46 PM. Mayor Bolt presided called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider Bid(s):

a. Wet Demolition and Clearing of 1, 7, and 9 West Main (Award)

Director of Engineering Seth Barkhimer announced that five (5) bids were received. Staff recommends awarding the bid to Total Demolition Services, LLC of Oklahoma City, Oklahoma in the total amount of One Hundred Thirty-Two Thousand Five Hundred Dollars (\$132,500.00).

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to award the Wet Demolition and Clearing of 1, 7, and 9 West Main bid to Total Demolition Services, LLC in the amount of One Hundred Thirty-Two Thousand Five Hundred Dollars (\$132,500.00). Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

2. Consideration of approval of a transfer of previously conveyed real estate property from South Central Industries, Inc. to Southern Pointe Community, LLC.

City Manager Andrea Weckmueller-Behringer provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a transfer of previously conveyed real estate property from South Central Industries, Inc. to Southern Pointe Community, LLC. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

3. Work Session on Homelessness in Shawnee

City Manager Andrea Weckmueller-Behringer provided a presentation regarding Homelessness in the City of Shawnee. City Staff that also participated in the presentation included Community Development Director Rian Harkins, Homeless Coordinator Erika Genty, Police Chief Mason Wilson, City Attorney Joe Vorndran, Director of Engineering Seth Barkhimer, Deputy Fire Chief Tommy Larman, and Public Works Director Brad Schmidt. Items that were discussed included:

- Homelessness - Important to all of us
- Homelessness - Affects everyone in Shawnee
- Common Misconceptions
- Homeless and Housing Comparisons
- Homeless Program Activity
- Continuum of Care
- Funding and Partnerships
- Roles & Responsibilities City Staff and Departments
- Crisis Intervention Team (CIT) Grant
- Legalities that include, but not limited to, trespassing, use of public right-of-way, blocking public right-of-way, and easements

- Developing ordinances and approaches that may include:
 - Designated camping (emergency shelter)
 - No camping on public property
 - Permitting of Downtown Feeding Operations
 - Community Service Program
 - Turning the Homeless Program over to a Non-Profit

4. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:28 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC
CITY CLERK

SHAWNEE BOARD OF ADJUSTMENT

DATE: May 18, 2023

Regular Meeting Minutes

The Board of Adjustment of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on May 18, 2023, at 2:30 p.m., according to notice duly posted as prescribed by law.

Chair Gordon called the meeting to order at 2:30 p.m. Community Development Director, Rian Harkins, called roll and stated a quorum was present.

The following Commissioners were present:

Present: Kelly, Austin, Gordon, Dyer

Absent: Richardson

Item 1: Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of March 16, 2023. Chair Gordon asked for questions or corrections to the minutes.

Board Member Austin made a motion to **Approve** the minutes as presented, which Board Member Kelly seconded. Motion **passed 4-0-0**.

Aye: Kelly, Austin, Gordon, Dyer

Nay: None

Abstain: None

Item 2: Board of Adjustment (BOA) Overview and Training

Director Harkins advised the training would be moved down the agenda to be heard before Item 11. This would allow the applicants to leave after their public hearings.

Item 3. Case No. BOA02-23 Public hearing and consideration of a request for a variance to the Subdivision Regulations for a five-foot (5') reduction in the required street frontage for the property located at 611 S. Philadelphia Avenue.

Chair Gordon read Agenda Item 3 and asked for a staff report. City Planner, Rachel Clyne, reviewed the information on the staff report for BOA02-23 with the following information. The subject property is located at 611 S. Philadelphia Avenue. The property is zoned R-2 (Medium Density Residential District). The request is a variance to the Zoning Code, **Sec. 22-293. - Dimensional standards.**

The subject property has seventy-five feet (75') of street frontage. The request asks for a variance of five feet (5') from the minimum street width (frontage) at 611 S. Philadelphia Avenue.

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

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

- 4) The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship.

Planner Clyne noted that *financial hardship* to the applicant is not a consideration in determining a variance request.

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

- 1) The required eighty feet (80') street width on the subject property creates a hardship for constructing a duplex or a triplex.
- 2) The subject property is located on the east side of South Philadelphia. The lot is large enough to construct a two (2) or three (3) unit residential building but lacks five feet (5') of street frontage. The other lots along that block measure twenty-five feet (25') and fifty feet (50') in street width.
- 3) Granting the variance would not cause substantial detriment to the public good, nor would it impair the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) Reducing the required street width by five feet (5') would be the minimum necessary to alleviate the hardship if granted.

Staff recommended **Approval** by the Board of Adjustment for **BOA02-23**, a **Variance** reducing the required street width by five feet (5') at 611 S. Philadelphia Avenue to allow for the construction of a two (2) or three (3) unit residential building, with the following conditions:

- Acknowledgment by the applicant that the Approval of a Variance does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.

Options:

- Approval of Case No. BOA02-23 to reduce the required street width by five feet (5') with the conditions presented by staff.
- Denial of the application for BOA02-23, thus allowing only one (1) single-family residential structure to be constructed on the subject property.
- Deferral of Case No. BOA02-23 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA02-23 to reduce the required street width by five feet (5') with the conditions presented by staff plus additional conditions.

The public hearing was opened. The applicant was not present, and no one came forward to speak. The public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Austin made a motion to Approve Case No. BOA02-23 with the conditions presented by staff, which Board Member Kelly seconded.

The motion passed 4-0-0.

AYE: Kelly, Austin, Gordon, Dyer

NAY: None

ABSTAIN: None

Item 4: Case No. BOA03-23 Public hearing and consideration of a request for a variance to the Subdivision Regulations to place an accessory structure (library kiosk) in the front yard of the property located at 2705 N. Harrison Avenue.

The subject property is located at 2705 N. Harrison Avenue, which is the location of a Homeland grocery store. The property is zoned C-5 (General Commercial District). The request is a variance to the Zoning Code, Sec. 22-333. - **Dimensional standards**. All accessory structures in the C-5 zoning district must be located in the rear yard. The rear

yard of the subject property is for the loading and off-loading by various trucks, as well as the required perimeter landscaping. The request asks for a variance to allow an accessory structure (library kiosk) to be located in the property's front yard (parking lot).

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

- 1) The requirement of the placement of accessory structures in the rear yard only creates a hardship
- 2) The subject property is designed like many grocery stores. The rear yard is for the movement of commercial vehicles loading and off-loading goods for the business. Easy and safe access to the proposed library kiosk is not in the rear yard. The two parking spaces along the northern edge of the parking lot would allow easy and safe access to the kiosk.
- 3) Granting the variance would not cause substantial detriment to the public good, nor would it impair the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) Allowing the accessory use (library kiosk) to be located in the subject property's front yard (parking lot) would be the minimum necessary to alleviate the hardship if granted.

Staff recommended **Approval** by the Board of Adjustment for **BOA03-23**, a **Variance** allowing the accessory use (library kiosk) to be located in the front yard (parking lot) at 2705 N. Harrison Avenue with the following conditions:

- Acknowledgment by the applicant that the Approval of a Variance does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.

Options:

- Approval of Case No. BOA03-23 allows an accessory use (library kiosk) to be located in the front yard (parking lot) with the conditions presented by staff.
- Denial of the application for BOA03-23, thus preventing the placement of a library kiosk at the subject property.
- Deferral of Case No. BOA03-23 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA03-23 allows an accessory use (library kiosk) to be located in the front yard (parking lot) with the conditions presented by staff plus additional conditions.

The public hearing was opened. The applicant, Janice Bailey was present and was available for questions. With no other comments, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Dyer made a motion to Approve Case No. BOA03-23 with the conditions presented by staff, which Board Member Austin seconded.

The motion passed 4-0-0.

AYE: Kelly, Austin, Gordon, Dyer

NAY: None

ABSTAIN: None

Item 5: Case No. BOA04-23 Public hearing and consideration of a request for a variance to the Subdivision Regulations for a five-inch (5") reduction in the required side yard setback for the properties located at 3923 and 3925 Maple Grove Avenue.

The subject properties are located at 3923 & 3925 Maple Grove Avenue. The property is zoned R-1 (Single-Family Residential District). The request is a variance to the Zoning Code, Sec. 22-333. - **Dimensional standards**. In R-1 zoning, the side yard setbacks must be a minimum of five feet (5') from the property line to the structure.

During the construction of these two houses, the floorplan was used as the measurement. Once the construction was complete and the bricked was placed on the homes, a building inspector noticed that the space between the two (2)

houses was not the required ten feet (10'). The brick encroached on the side yard setbacks by four inches (4 ") on both sides of each house. The variance request is for a reduction of five inches (5") from each side yard setback of both lots.

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

- 1) The enforcement of a five feet (5') side yard setback on each property creates a hardship
- 2) The subject properties were built on lots that met the minimum size for the zoning district, but the brick façade on the houses was not measured for the side yard setbacks. Each house is approximately eight (8") too wide for the lot. The request is to reduce the side yard setback on each side to four feet and seven inches (4'.7").
- 3) Granting the variance would not cause substantial detriment to the public good, nor would it impair the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) Reducing the sideyard setbacks on both sides of both homes to four feet and seven inches (4'.7") would be the minimum necessary to alleviate the hardship if granted.

Staff recommended **Approval** by the Board of Adjustment for **BOA04-23**, a **Variance** by reducing by five inches (5") the side yard setbacks of the properties located at 3923 & 3925 Maple Grove Avenue with the following conditions:

- Acknowledgment by the applicant that the Approval of a Variance does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.

Options:

- Approval of Case No. BOA04-23 by reducing by five inches (5") the side yard setbacks of the subject properties with the conditions presented by staff.
- Denial of the application for BOA04-23, thus preventing the permanent occupancy of either subject property.
- Deferral of Case No. BOA04-23 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA04-23 by reducing by five inches (5") the side yard setbacks of the subject properties with the conditions presented by staff plus additional conditions.

The public hearing was opened. The applicant, David Tomilson, was present and available for questions. With no other comments, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Austin motioned to Approve Case No. BOA04-23 with the conditions presented by staff, seconded by Board Member Dyer.

The motion passed 4-0-0.

AYE: Kelly, Austin, Gordon, Dyer

NAY: None

ABSTAIN: None

Item 6: BOA05-23 Public hearing and consideration of a request for a variance to allow time to complete the paved approach, driveway, and parking lot at the property located at 531 N. Pennsylvania Avenue.

The subject property is located at 531 N. Pennsylvania Avenue. The property is zoned R-1 (Single-Family Residential District). The request is a variance to the Zoning Code, Sec. 22-476. - **Parking lot construction and maintenance.**, which references the paving requirements for parking and driveway surfaces.

The primary structure on the subject property has served as a religious facility for many years. The last organization ceased operations more than a year ago. The applicant, Richard Ellis, serves as the pastor of this Shawnee, Oklahoma, location of The Church of God of the Firstborn. The variance request is for additional time to repave the approach, driveway, and parking lot. Without the variance, the church cannot obtain a Certificate of Occupancy to assemble for

religious ceremonies and purposes. A temporary Certificate of Occupancy was issued to Pastor Ellis after receiving the application for this variance request.

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

- 1) The repaving of the approach, driveway, and parking lot on the subject property creates a hardship for a newly formed church to operate as a religious facility.
- 2) The subject property currently has a driveway that extends diagonally from N. Pennsylvania Ave to E. Ada Street. Some areas are compacted gravel, while other areas have broken pavement. The existing driveway is sufficient to accommodate the number of parking spaces required for its use.
- 3) Granting the variance would not cause substantial detriment to the public good, nor would it impair the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) Allowing the church time to build its congregation before enforcing the repaving of the approach, driveway, and parking lot would be the minimum necessary to alleviate the hardship if granted.

Staff recommended **Approval** by the Board of Adjustment for **BOA05-23**, a **Variance** allowing The Church of God of the Firstborn, located at 531 N. Pennsylvania, a period of time not to exceed five (5) years before enforcing the repaving of the approach, driveway, and parking lot with the following conditions.

- Acknowledgment by the applicant that areas of crumbling pavement should be clearly marked (e.g. orange construction cones) to alert drivers of unsafe parking during any time the facility is operating and open to the public.
- Acknowledgment by the applicant that the Approval of a Variance does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.

Options:

- Approval of Case No. BOA05-23, which allows a maximum of five (5) years before enforcing the repaving of the approach, driveway, and parking lot with the conditions presented by staff.
- Denial of the application for BOA05-23, thus preventing the operation of a religious facility on the subject property.
- Deferral of Case No. BOA05-23 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA05-23 by establishing a specific date before enforcing the repaving of the approach, driveway, and parking lot with the conditions presented by staff.
- Approval of Case No. BOA05-23, which allows a maximum of five (5) years before enforcing the repaving of the approach, driveway, and parking lot with the conditions presented by staff plus additional conditions.

The public hearing was opened. The applicant, Pastor Richard Ellis, was present and available for questions. With no other comments, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Kelly made a motion to Approve Case No. BOA05-23 with the conditions presented by staff, which was seconded by Board Member Dyer.

The motion passed 4-0-0.

AYE: Kelly, Austin, Gordon, Dyer

NAY: None

ABSTAIN: None

Item 7: Case No. BOA06-23 Public hearing and consideration of a request for a variance to the Zoning Code for a reduction in the required number of parking spaces for the property located at 323 W. 9th Street.

Planner Clyne advised the Board Members that the application for Case No. BOA06-23 had been withdrawn, and no action was necessary.

Item 8: Case No. BOA07-23 Public hearing and consideration of a request for a variance to the Zoning Code for a reduction in the required number of parking spaces for the properties located at 502 – 510 S. Kickapoo Avenue.

The subject properties are located at 502 – 510 S. Kickapoo Avenue, which is currently vacant land. The properties are zoned R-2 (Medium Density Residential District). The request is a variance to the Zoning Code, **Sec. 22-475. - Amount of space required.**, which relates to the number of parking spaces required based on the use. The request asks for a variance to allow a reduced number of parking spaces to serve the residents of a two (2) four-unit group home to be operated by South Central Industries, Inc. in conjunction with Southern Pointe Community, LLC.

Based upon preliminary sketches, the proposed residential group homes will be approximately 2,580 sq. ft. each. The size of a code-compliant parking lot with eight (8) is approximately 2,400 sq. ft. With nearly equal parts of pavement to residential structure, there is concern about excessive stormwater runoff and the lack of greenspace. The subject properties were selected for their proximity to other South Central Industries campuses. The placement of the structures on the homes will be designed to provide maximum separation between the adjacent properties to the rear. Ideally, the structures will "face" each other and create a large but semi-private landscaped area to be enjoyed by all residents of both group homes.

South Central Industries, Inc. (SCI) provides to support individuals with developmental disabilities they also serve. Currently, only ten percent (10%) of the individuals SCI serves have a driver's license or the ability to drive. SCI anticipates the same percentage will occupy the proposed group homes.

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

- 1) The requirement of eight (8) parking spaces for each 4-unit residential group home creates a hardship.
- 2) The subject properties will contain two (2) residential 4-unit buildings designed to support individuals with developmental disabilities who are served by South Central Industries, Inc. (SCI). Currently, only ten percent (10%) of the individuals SCI serves have a driver's license or the ability to drive. SCI anticipates the same percentage will occupy the proposed group homes. This request is for a variance to reduce the required number of parking spaces to four (4) spaces per residential group home.
- 3) Granting the variance would not cause substantial detriment to the public good, nor would it impair the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) Allowing a reduction of parking spaces would be the minimum necessary to alleviate the hardship if granted.

Staff recommends **Approval** by the Board of Adjustment for **BOA07-23**, a **Variance** for a reduction in the required number of parking spaces to four (4) spaces at two (2) new 4-unit group homes with the following conditions:

- Acknowledgment by the applicant that the Approval of a Variance does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.

Options:

- Approval of Case No. BOA07-23 reducing the required number of parking spaces to four (4) spaces per 4-unit group home with the conditions presented by staff.
- Denial of the application for BOA07-23, thus requiring the redesign of the proposed residential group home at the subject property.
- Deferral of Case No. BOA07-23 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA07-23 reducing the required number of parking spaces to four (4) spaces per 4-unit group home with the conditions presented by staff plus additional conditions.

The public hearing was opened. The applicant, Tina Hanna, was present and available for questions. With no other comments, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Dyer made a motion to Approve Case No. BOA07-23 with the conditions presented by staff, which Board Member Austin seconded.

The motion passed 4-0-0.

AYE: Kelly, Austin, Gordon, Dyer

NAY: None

ABSTAIN: None

Item 9: Case No. BOA08-23 Public hearing and consideration of a request for a variance to the Zoning Code to allow the placement of a storm shelter in the front yard of the property located at 1909 E. Main Street.

Planner Clyne advised the Board Members that the application for Case No. BOA08-23 had been withdrawn, and no action was necessary.

Item 10: Case No. BOA09-23 Public hearing and consideration of a request for a variance to the Zoning Code to allow a reduction in the required street frontage on the property located at 15350 Walker Road.

The subject property is located at 15350 Walker Road. The property is zoned A-1 (Rural Agricultural District). The request is a variance to the Zoning Code, **Sec. 22-262. - Dimensional standards., which references the density and dimensional standards for each zoning district.**

The subject property is approximately 57.87 acres and is undeveloped. Along the frontage road, Walker Road, the property measures approximately 250', which is eighty feet (80') less than required for a buildable parcel. With the existing street frontage, the subject property is essentially an unbuildable parcel.

The applicants' intent for the property is to build homes for themselves and their three (3) children. With nearly fifty-eight (58) acres, there is sufficient space to meet all of the other density and dimensional standards of A-1 zoning. The variance request is to allow a reduction of the required street frontage so the property may be utilized for use allowed in A-1 zoning. Specifically, the applicants request street frontages typical in single-family residential zoning, which is sixty feet (60'). This would further allow the family to split the property three (3) times, creating four (4) lots. The street frontage would be three (3) 60' street frontage and one (1) 70' street frontage.

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

- 1) The application of the code to the subject property creates a hardship as it is an oddly shaped, nonconforming, and unbuildable parcel.
- 2) The subject property currently has a street frontage that is significantly less than that required for building in the zoning district. The applicants did not create the lot's shape or dimensions.
- 3) Granting the variance would not cause substantial detriment to the public good, nor would it impair the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) Allowing the applicants to reduce the required street frontage to three (3) sixty feet (60') street frontage and one (1) seventy feet (70') street frontage would be the minimum necessary to alleviate the hardship if granted.

Staff recommended **Approval** by the Board of Adjustment for **BOA09-23**, a **Variance** to allow a reduction of the required street frontage to three (3) sixty feet (60') street frontage and one (1) seventy feet (70') street frontage on the property located at 15350 Walker Road.

- Acknowledgment by the applicant that the Approval of a Variance does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building Codes and specifically Sec. 22-262. - Dimensional standards.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.
- Acknowledgment that the four (4) newly created lots must be surveyed to create new deeds, which will then be filed with Pottawatomie County.

Options:

- Approval of Case No. BOA09-23, which allows a reduction of the required street frontage to three (3) sixty feet (60') street frontage and one (1) seventy feet (70') street frontage with the conditions presented by staff.
- Denial of the application for BOA09-23, thus preventing the operation of a religious facility on the subject property.
- Deferral of Case No. BOA09-23 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA09-23, which allows a reduction of the required street frontage to three (3) sixty feet (60') street frontage and one (1) seventy feet (70') street frontage with the conditions presented by staff plus additional conditions.

The public hearing was opened. The applicant, Eddie Howard, was present and available for questions. With no other comments, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Austin made a motion to Approve Case No. BOA09-23 with the conditions presented by staff, which Board Member Kelly seconded.

The motion passed 4-0-0.

AYE: Kelly, Austin, Gordon, Dyer

NAY: None

ABSTAIN: None

Item 2: Board of Adjustment (BOA) Overview and Training

Community Development Director Rian Harkins presented a slide show to the Board of Adjustment discussing the fundamentals of the Board's duties and the basis for their authority. Harkins briefly discussed the distinction between a Planning Commission and a Board of Adjustment (BOA). He explained that a Planning Commission is an advisory body that makes recommendations to the governing body (City Commission), and BOA is a quasi-judicial body. Any appeals to a decision made by the BOA were made to the District Court. Harkins provided information on case law and referenced Oklahoma State Statutes.

Item 11: Community Development Department Updates

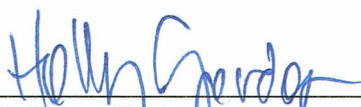
Community Development Director, Rian Harkins, updated the Board on the Unified Development Code stating Director Harkins stated that staff had a working draft of the zoning districts for the UDC project. He explained that the focus was on removing the lot size minimum with a focus on minimum street width to maximize the coverage ratio, which is intended to increase housing opportunities.

Item 12: Board Members' Comments

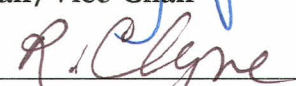
No comments were made.

Item 13 Adjournment

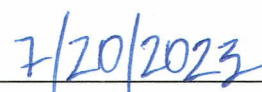
The meeting was adjourned by the power of the Chair at 4:02 PM.



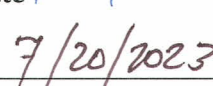
Chair/Vice-Chair



Secretary/City Planner



Date



Date

REGULAR PLANNING COMMISSION MINUTES

DATE: July 5, 2023

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on July 5, 2023, at 1:30 p.m., according to notice duly posted as prescribed by law.

Chair Reese called the meeting to order at **1:30 p.m.** Community Development Director, Rian Harkins, called Roll and stated a quorum was present.

The following Commissioners were present:

Present: Johnson, Reese, Barrett, Rowell, Mew-Palmer

Absent: Walker, Porter

Item 1. Approval of Minutes – Regular Meeting

Consideration of approval of the minutes from the regular meeting of May 3, 2023. Chair Reese asked for questions or corrections to the minutes.

Commissioner Barrett made a motion to **Approve** the amended minutes as presented, which Commissioner Mew-Palmer seconded.

Motion **passed 5-0-0.**

Aye: Johnson, Reese, Barrett, Rowell, Mew-Palmer

Nay: None

Abstain: None

Item 2. Case No. **CUP01-23** – Public hearing and consideration of a request for a Conditional Use Permit (CUP) for a brewpub on property located at 313 E. Main Street.

City Planner, Rachel Clyne, provided a staff report and the following information and recommendation.

Findings and Facts:

- The subject property is located in downtown Shawnee and conforms with the Comprehensive Plan.
- The proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.

Chair Reese opened the public hearing. The applicant was not present. Staff advised the Commissioners that the application was originally on the June 7, 2023, Planning Commission agenda, but that meeting had been canceled due to lack of quorum. The applicant had advised staff he was unable to attend the July meeting. Planner Clyne offered to answer any questions regarding the application based on multiple conversations with the applicant.

Beth Hatley of 317 E. Main Street addressed the Commission and asked to read a letter from the applicant, David Thomas of Vortex Brewing that provided an overview of the proposed idea and background information on the company. Ms. Hatley closed by stating the applicant, Mr. Thomas, was cordial, a good neighbor, and community-minded. With no other public input, the public hearing was closed.

Based on the review of the application and the listed Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of CUP01-23 to locate a brewery/taproom at 313 East Main Street with the following conditions:

- Acknowledgment by the applicant that the Approval of a Conditional Use Permit (CUP) does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building and Fire Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be

conducted.

- All licenses, permits, and regulations enforceable by the Oklahoma Alcoholic Beverage Laws Enforcement (ABLE) Commission shall be followed.
- Compliance with all provisions of the Oklahoma Alcoholic Beverage Control (ABC) Act.

Commissioner Johnson made a motion to recommend the **APPROVAL**, with the listed conditions, of Case No. CUP01-23, which Commissioner Mew-Palmer seconded.

Motion **passed 5-0-0**.

Johnson, Reese, Barrett, Rowell, Mew-Palmer Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on July 17, 2023, at 6:00 p.m.

Item 3. Case No. TXT01-23 – Public hearing and consideration of the proposed text amendment to Section 22-295 of the Zoning Code regarding Traditional Neighborhood (TN) infill standards.

Director Harkins provided a staff report and provided the following information and recommendation.

Findings:

- The Traditional Neighborhood (TN) is an existing zoning overlay for residential standards.
- Within city limits, many vacant residential lots are smaller than the required 6,000 sq. ft.
- There is a demand for housing options in established neighborhoods of the City.
- The proper notification for a public meeting was served.

Chair Reese opened the public hearing. No one spoke, so the public hearing was closed.

Based on the review of the application and the listed Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of TXT01-23 for the proposed text amendment to Section 22-295 of the Zoning Code.

Commissioner Rowell made a motion to recommend the **APPROVAL** of Case No. TXT01-23, which Commissioner Barrett seconded.

Motion **passed 5-0-0**.

Aye: Johnson, Reese, Barrett, Rowell, Mew-Palmer

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on July 17, 2023, at 6:00 p.m.

Item 4. Case No. RZ10-23 – Public hearing and consideration of a request to rezone from I-2 (Light Industrial District) and R-1 (Single-Family Residential District) to A-1 (Rural Agricultural District) on property located at 1804 W. Dewey Street.

Findings:

- The subject property is adjacent to land with the desired zoning district, A-1 (Rural Agricultural District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- The request would be a downzone to less intensive use of the land.
- The proper notification for a public hearing was served.

Chair Reese opened the public hearing. The applicant wasn't present, and no one spoke. The public hearing was closed.

Based on the Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of RZ10-23 to rezone the subject property from I-2 (Light Industrial District) and R-1 (Single-Family Residential District) to A-1 (Rural Agricultural District).

Commissioner Barrett made a motion to recommend the Approval of Case No. RZ10-23, which Commissioner Johnson seconded.

Motion **passed 5-0-0.**

Aye: Johnson, Reese, Barrett, Rowell, Mew-Palmer

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on July 17, 2023, at 6:00 p.m.

Item 5. Planning Commission Training Session – Part Two

Director Harkins presented a slide show to the Planning Commissioners discussing the fundamentals of the Comprehensive Plan and its relation to many aspects within the City of Shawnee. He advised the other names often used are General Plan, Master Plan, and Land Use Plan. He explained that the Shawnee Comprehensive Plan is tied to the Zoning Ordinance, but some states tie their zoning to the Comp Plan. Harkins discussed examples of elements that may be found in a Comp Plan, such as the Capital Improvement Plan (CIP) and the Land Use Designation, which staff references in many staff reports. He explained that the Twin Lakes Master Plan will complement the Comp Plan once it is completed. He finished by stating that Oklahoma does not have mandatory elements required of its Comprehensive Plans.

Item 6. Community Development Update

Community Development Director Harkins stated that staff was working on By-laws for the Planning Commission and the Board of Adjustment. The UDC project was continuing, and staff had reviewed the zoning uses and subdivision regulations. The first draft of the sign code was expected this week. Harkins updated that the Twin Lakes Master Plan was at the stage of Technical Report. He stated that the City may be able to go out for a bid on the Depot roof in the coming months. Lastly, Director Harkins stated that Love Your Block (LYB) had a new Fellow. She has a background in education, sales marketing, and working with disadvantaged groups. A review of mini-grants has started. Expect to see community-based projects such as tree plantings and a pollinating garden.

Item 7. Planning Commissioners' Comments

The Commissioners voiced appreciation for the training received and they thanked staff for their work and for keeping them informed.

Item 8. Adjournment

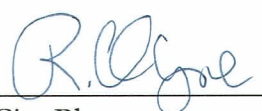
The meeting adjourned at **2:22 p.m.**



Chair/Vice-Chair

8/2/23

Date



City Planner

8/2/23

Date

**SHAWNEE BEAUTIFICATION, PARKS, AND RECREATION COMMITTEE
PROCEEDINGS**

JUNE 15, 2023 AT 4:00 PM

The Shawnee Beautification, Parks, and Recreation Committee of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Thursday June 15, 2023 at 4:00 p.m., pursuant to notice duly posted as prescribed by law at 3:29 p.m. on June 14, 2023. Chairperson Payn presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Sherry Lankford
Vice Chairperson

Absent
Board Member

Ian Hayes
Board Member

Zach Foster
Board Member

Vickie Winters
Board Member

Travis Flood
Commissioner

ABSENT: Sue Nelson

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the May 18, 2023 regular meeting.

A motion to approve minutes was made by Zach Foster. A 2nd was made by Sherry Lankford. Motion carried 6-0

Aye: Chad Payn, Sherry Lankford, Vickie Winters, Zach Foster, Travis Flood, Ian Hayes

Nay: None

2. Staff Reports

The Recreation Center has 2 new employees, Sheridan Swift and Johnathan Anderson. Currently, all Splash related business such as pre-season pass sales and phone calls operate through the Recreation Center. The Splash Waterpark opening went great other than we had to open a few days late due to a water leak. We will

be showing the Teen Beach movie at Splash on June 16, 2023. Health Week '23 was the most successful we have ever had, with Glow in the Dark Pickleball Play Night having over 60 people attend. Tornado cleanup is still taking place at some of our parks, but the parks crew has now gotten caught up on the mowing schedule. The cemetery had a smooth Memorial Day.

3. Park Re-Opening

Sherry Lankford discussed getting an email from Visit Shawnee, who is planning to have professional pictures and videos taken at KidSpace and Splash. We will have 9 non-profit booths organized by Susan Morris set up at KidSpace for kids to play games. Prizes were collected from various businesses by Vickie Winters. Free bottled water will be available for everyone to stay hydrated. All sports or game events for the opening will be covered by different businesses and organizations. Ian Hayes of Bank First has organized food trucks to be there on Friday and Saturday. Sherry Lankford will be Master of Ceremonies for the Grand Opening.

4. Citizens Participation

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

We had no citizen participation at this meeting.

5. Committee Comments

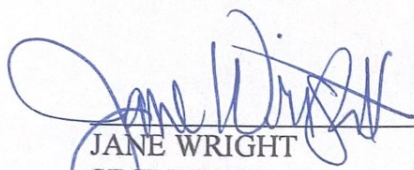
We had no committee comments at this meeting.

6. Discussion of Time Capsule Opening

The time capsule was opened and all the contents were displayed for everyone to observe. Discussion ensued of possible new items which could be added to the new time capsule.

7. Adjournment

A motion to adjourn was made at 4:56 by Zach Foster. A 2nd was made by Sherry Lankford. Motion carried 6-0.
Aye: Chad Payn, Sherry Lankford, Vickie Winters, Ian Hayes, Travis Flood, Zach Foster
Nay: None



JANE WRIGHT
SECRETARY

CHAD PAYN
CHAIRPERSON



Rescheduled Regular Meeting
Original Location: 227 N Broadway, Suite C, Shawnee
Rescheduled Location: Emergency Operations Center, 16 W 9th
Street, Shawnee, OK

SHAWNEE URBAN RENEWAL AUTHORITY
MINUTES OF November 1, 2022

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a rescheduled regular meeting Tuesday, November 1, 2022 at 9:00 a.m. in the Emergency Operations Center of City Hall, 16 W. 9th Street, Shawnee, OK.

AGENDA ITEM NO. 1

Audra Barksdale called the meeting to order at 9:04 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Audra Barksdale
Vice Chairman	Tosha Tanquary
Commissioner	Candi Hurley
Commissioner	Abby Flood

Absent: Jamelle Payne

Also present:

Jill Nichols, CDBG Project Manager, SURA
Rian Harkins, Community Development Director
Kevin Moore, Chief Code Enforcement Officer

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of August 2, 2022 was made by *Commissioner Tanquary*, seconded by *Commissioner Hurley*. Motion carried with no abstentions.

VOTING YES: Barksdale, Hurley, Flood, Tanquary
VOTING NO: None

AGENDA ITEM NO. 4

CONSIDERATION TO APPROVE 2023 CALENDAR OF MEETINGS:

A motion to approve the 2023 calendar of meetings, was made by *Commissioner Flood*, seconded by *Commissioner Hurley*. Motion carried with no abstentions.

Page 2

VOTING YES: Barksdale, Hurley, Flood, Tanquary
VOTING NO: None

AGENDA ITEM NO. 5

CONSIDERATION TO APPROVE LAWN CARE CONTRACT ADDENDUM:

A motion to amend the vacant lot mowing contract to B&J Lawn Care, to add a location to the schedule and add verbiage allowing additional temporary locations to be billed for without being added to the schedule, was made by **Commissioner Tanquary**, seconded by **Commissioner Hurley**. Motion carried with no abstentions.

VOTING YES: Barksdale, Hurley, Flood, Tanquary
VOTING NO: None

AGENDA ITEM NO. 6

CONSIDERATION TO APPROVE CLAIMS 07/26/22 – 10/18/22:

A motion to approve the expenditure report for Fund 190 from the date of the last meeting until the date of agenda posting, totaling \$135,677.94 was made by **Commissioner Tanquary**, seconded by **Commissioner Flood**. Motion carried with no abstentions.

VOTING YES: Barksdale, Hurley, Flood, Tanquary
VOTING NO: None

AGENDA ITEM NO. 7

UPDATE ON PROJECTS:

Jill Nichols, Program Manager gave the following update:

1. **Home Repair: Final Task List –W. Midland**
Quotes: 0
Bid awarded to: No current bids
Project left incomplete when former staff vacated office. Bids will be awarded task by task on this project due to contractors declining to bid on the remainder of the project as a whole. ***Update* 4 of 5 tasks completed, 5th task in process and set to be completed by October 28.**
2. **Home Repair: Bathroom Repair –N. Beard**
Bids received: 1
Bid awarded to: LG Construction for \$11,538.00
This project was left incomplete when former staff vacated office. The initial task of emergency hot water tank replacement was completed but the remainder of the project was not sent out for bid until recently. We expect to award the only contractor to send in a bid. ***Update* project completed and closed at \$11,833.00.**
3. **Home Repair: Roof, Bathroom, HVAC –N. Bell**
Bids received: 1
Bid awarded to: LG Contracting for ~~\$36,478.00~~ \$19,483.00

Page 3

The scope of the work on this project was reduced to include only the roof and bathroom remodel due to the initial total project being over the maximum amount allowable. ***Update* Contractor work on project completed and closed at \$30,565.25. Code Enforcement staff and CDBG staff will complete two small tasks (caulking and painting eaves) before mid-November**

4. **Home Repair: Bathroom repairs –E. 9th Street**
Bids received: 1
Bid awarded to: LG Contracting for \$15,210.00
Work on this project has commenced and is due to be completed mid-November. A change order is expected due to the condition of the flooring that was not detected at the time of the initial inspection.
5. **Home Repair: Windows, kitchen, floor –N. Bell**
Bids received: N/A
This project was declined due to the property being under contract for sale at the time the bid was to be awarded.
6. **Home Repair: Floor leveling, kitchen, electric –S. Pennsylvania**
Bids received: 2
Bid awarded to: LG Contracting for \$13,533.00
Work on this project was started on Oct. 18, 2022 and is due to be completed mid-November.
7. **Home Repair: Foundation Repair –E. Chandler**
Bids received: 1
Bid awarded to: N/A – Not Yet Awarded
RamJack is the sole source of foundation repair available in our area at the time of requested quote. This project is set to be awarded by the time the November 1st meeting takes place at \$18,200.00. According to RamJack representatives, work should begin mid-December, 2022.
8. **Home Repair: Bathroom repairs, ceiling repairs –S. Chapman**
Bids received: Not Sent Out Yet
Bid awarded to: N/A – Not Yet Awarded
Initial Inspection completed by staff, not yet sent out for bid at the time of this report (10/18/2022) but is likely to go out for bid before the meeting date of November 1.
9. **Demo: Garage, Inground Pool –N. Chapman**
Bids received: N/A
Bid awarded to: N/A – Not Yet Awarded
Initial Inspection to be completed by staff before October 28. Not likely to build specs and send out for bid before meeting date of November 1.
*will not be doing pool – old, uncovered well added to project list

Currently we have 4 projects reviewed and pending inspections, and 5 applications for home repair awaiting review.

AGENDA ITEM NO. 8

OLD/NEW BUSINESS:

NONE

AGENDA ITEM NO. 9

PROJECT MANAGER'S REPORT:

Jill Nichols, Project Manager, reported the following items:

Page 4

1. CV 1&3 grant project expenditures are now on time according to grant program guidelines. New Nutrition Assistance project for food boxes from Homeland is underway as a trial and agreement with Homeland for future expenditures will be made if all goes well.
2. Transitional housing agreements with Community Renewal and COCAA are still pending for 3 locations that leases lapsed on.
3. Property at 1106 W. Dewey was deeded back to SURA in lieu of foreclosure and will become a FTHB property project.
4. SURA/CDBG offices moved from 227 N. Broadway to City Hall and future meetings will be held at City Hall indefinitely.

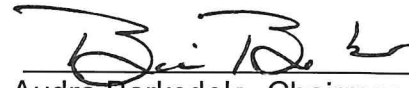
AGENDA ITEM NO. 8

ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn a was made by **Commissioner Tanquary**, seconded by **Commissioner Flood**. Motion carried with no abstentions.

VOTING YES: Barksdale, Flood, Hurley, Tanquary
VOTING NO: None



Vice-Chair, Toshia Tanquary

Audra Barksdale, Chairman
Burke



07/01/2023 - 07/31/2023

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/31/2023	RYAN & CINDY ROMEIKE	Check	2474	776.00
7/31/2023	KOHL'S DEPARTMENT STORE INC - #1436	Check	2473	15.00
7/31/2023	JOHN & PHYLLIS INDA	Check	2472	776.00
7/28/2023	JENNIFER SHARMA	Cash	2467	15.00
7/28/2023	PROJECT SAFE, INC	Cash	2471	50.00
7/28/2023	SUNBELT HEAT & AIR CONDITIONING	Check	2470	75.00
7/28/2023	GATLIN HEAT AND AIR	Check	2469	75.00
7/28/2023	DOWN THE RABBIT HOLE AT GREEN CORNER	Check	2468	15.00
7/27/2023	MCKINLEY ELECTRIC	Cash	2465	100.00
7/27/2023	LAURANCE & BARBARA SMITH	Check	2464	776.00
7/27/2023	HULL PLUMBING INC	Check	2463	75.00
7/27/2023	HARVEST 5, LLC	IBX CC	2466	1,500.00
7/26/2023	PERSONAL PLUMBING	Check	2462	75.00

Entity Payment Report

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/26/2023	PERSONAL PLUMBING	Check	2461	75.00
7/26/2023	SAVE-A-LOT	Cash	2460	50.00
7/26/2023	AMY PRICE INSURANCE AGENCY LLC	Cash	2459	50.00
7/26/2023	SUNTECH HEAT & AIR	Check	2458	100.00
7/26/2023	EASY WIRELESS	Check	2457	50.00
7/25/2023	PHOENIX ASIAN DINER	Check	2456	450.00
7/24/2023	LET THERE BE LIGHT ELECTRICAL, LLC	Cash	2455	100.00
7/24/2023	GREGORY BERKEY	Check	2451	15.00
7/24/2023	RIB CRIB BBQ INC	Check	2450	450.00
7/24/2023	SPIRITS	Check	2449	905.00
7/24/2023	STANLEY & BARBARA MALSKE	Check	2448	776.00
7/24/2023	GREENWAY ELECTRIC INC	Check	2447	75.00
7/24/2023	EMI	Check	2446	75.00
7/24/2023	ALL DAY PLB - MEC	IBX CC	2453	100.00
7/24/2023	ARMSTRONG PEST CONTROL	IBX CC	2452	25.00
7/24/2023	PRICE RIGHT ELECTRIC	IBX CC	2454	100.00
7/21/2023	TREK ELECTRIC	Check	2445	75.00
7/21/2023	KICKAPOO MARKET	Check	2444	450.00
7/20/2023	RANDY DAVIS	Check	2443	776.00
7/20/2023	DOLLAR GENERAL	Cash	2442	50.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/20/2023	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC dba LOVE'S COUNTRY STORE #49	Check	2441	450.00
7/20/2023	TERRY'S ACCQ	IBX CC	2438	100.00
7/20/2023	TERRY'S ACCQ	IBX CC	2439	100.00
7/20/2023	TERRY'S ACCQ	IBX CC	2440	100.00
7/19/2023	O.L. SPARKMAN LP GAS, INC	Check	2435	450.00
7/19/2023	SPARKMAN BROS INC	Check	2434	450.00
7/19/2023	SPARKMAN BRO INC	Check	2433	450.00
7/19/2023	SPARKYS KWICK STOP	Check	2432	450.00
7/19/2023	MODERN OIL CO	Check	2431	450.00
7/19/2023	MODERN OIL CO	Check	2430	450.00
7/19/2023	SPARKMAN BRO INC	Check	2429	450.00
7/19/2023	MODERN OIL	Check	2428	450.00
7/19/2023	MACARTHUR KWICK STOP #12	Check	2427	450.00
7/19/2023	OKLAHOMA CVS PHARMACY# 6142	Check	2426	450.00
7/19/2023	LUCKY DAY HVAC	Check	2425	75.00
7/19/2023	FULL SPEED ELECTRIC	Check	2424	75.00
7/19/2023	ETTA SUE GARNER	Check	2423	15.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/19/2023	ABUELITA'S MEXICAN RESTAURANT	Check	2422	450.00
7/19/2023	DANA & KYLIE GREEN	IBX CC	2436	776.00
7/19/2023	DANA & KYLIE GREEN	IBX CC	2437	776.00
7/18/2023	PAUL TAGUE	Cash	2421	50.00
7/18/2023	ERIN HOLLOMAN	Check	2418	776.00
7/18/2023	CC MIDWEST MECHANICAL LLC	Check	2417	75.00
7/18/2023	LOVE'S HVAC	Credit Card	2416	75.00
7/18/2023	JOE & CHERYL COWDEN	IBX CC	2419	15.00
7/18/2023	LIBRA ELECTRIC COMPANY	IBX CC	2415	100.00
7/18/2023	NICHOLAS LUCAS	IBX CC	2420	25.00
7/17/2023	CAIN LLC HEAT & AIR	Check	2414	100.00
7/17/2023	GATLIN HEAT AND AIR	Check	2412	75.00
7/17/2023	LUCKY S CREATIONS	Cash	2411	50.00
7/17/2023	DIRTY DEEDS PLUMBING LLC	IBX CC	2413	75.00
7/14/2023	HENRY E DAVIS	Cash	2410	776.00
7/14/2023	ANOVA HOME	IBX CC	2408	100.00
7/14/2023	HOMETOWN MECHANICAL , LLC	IBX CC	2409	100.00
7/13/2023	WATKINS HEATING & AIR	Check	2405	75.00
7/13/2023	SOLACE AIR LLC	IBX CC	2404	100.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/13/2023	SPARTAN CONSTRUCTION WORKS, LLC	IBX CC	2407	25.00
7/13/2023	SPARTAN CONSTRUCTION WORKS, LLC	IBX CC	2406	75.00
7/12/2023	MGE GROUP, INC dba FUMO	Cash	2403	1,500.00
7/12/2023	MGE GROUP, INC dba FUMO	Cash	2402	1,500.00
7/12/2023	GROVE ELECTRICAL SOLUTIONS LLC	IBX CC	2399	75.00
7/12/2023	COMMON GROUND ELECTRIC	IBX CC	2401	100.00
7/12/2023	NEXGEN PLUMBING LLP	IBX CC	2400	100.00
7/11/2023	BILL'S ELECTRIC, INC	Check	2398	75.00
7/11/2023	TIMOTHY O'MARY	Cash	2396	15.00
7/11/2023	J&B GRAPHICS, INC	IBX CC	2397	75.00
7/10/2023	HAC, INC dba HOMELAND STORE #196	Cash	2395	450.00
7/10/2023	HAC, INC dba HOMELAND STORE #198	Cash	2394	450.00
7/10/2023	KING ELECTRIC LLC	Check	2392	75.00
7/10/2023	BRANDON'S PLUMBING	Check	2391	75.00
7/10/2023	CURTIS DOUGLAS	Check	2390	15.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/10/2023	DOLGENCOR P, LLC	Check	2389	450.00
7/10/2023	DOLGENCOR P, LLC	Check	2388	450.00
7/10/2023	DOLGENCOR P, LLC	Check	2387	450.00
7/10/2023	DOLGENCOR P LLC	Check	2386	450.00
7/10/2023	DOLGENCOR P, LLC	Check	2385	450.00
7/10/2023	DOLGENCOR P, LLC	Check	2384	450.00
7/10/2023	WALTER & BRENDA CRISTENSEN	Check	2383	776.00
7/10/2023	HAROLD W BEAVERS	IBX CC	2382	776.00
7/10/2023	HULL HEAT AND AIR LLC	IBX CC	2393	100.00
7/7/2023	VALIR PACE SHAWNEE	IBX CC	2381	50.00
7/6/2023	POTEET ELECTRIC LLC	Cash	2380	75.00
7/6/2023	H&S MECHANICAL LLC	Check	2377	100.00
7/6/2023	TEAM UPTOWN ELECTRIC	IBX CC	2379	100.00
7/6/2023	HORIZON PLUMBING & DRAIN, INC	IBX CC	2378	100.00
7/5/2023	DANA BURTON	Check	2376	15.00
7/5/2023	MIKE VINSON / KAYLA VINSON / ERIC VINSON / ASHLEE VINSON	Check	2375	1,851.00
7/5/2023	STEVEN & CYNTHIA PARSONS	Check	2374	776.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/5/2023	YARDY ELECTRIC	Cash	2372	100.00
7/5/2023	RIGHT ON ELECTRIC LLC	IBX CC	2373	100.00
7/3/2023	HARRISON-ORR AIR CONDITIONING, LLC	Check	2371	75.00
7/3/2023	HARRISON-ORR AIR CONDITIONING, LLC	Check	2370	75.00
7/3/2023	DOMINO #23 / ELMER SMITH OIL CO	Check	2369	450.00
7/3/2023	DOMINO #27 / ELMER SMITH OIL CO	Check	2368	450.00
7/3/2023	MICHAEL & MEG VORNDRAN	Check	2367	15.00
7/3/2023	DENNIS & MELISSA WILLIAMS	Check	2366	25.00
				32,368.00

Total Records: 109

8/1/2023



Monthly - City Clerk

07/01/2023 - 07/31/2023

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20231305	7/28/2023	B - Accessory Structure	428 N CHAPMAN AVE	JIM NEEDHAM	NEW CONSTRUCTION	7,000	400	\$89.50
20231279	7/26/2023	B - Accessory Structure	2505 WINGED FOOT WAY	BRYCE HOLLAND CONSTRUCTION	POOL HOUSE	66,240	452	\$100.55
20231219	7/20/2023	B - Accessory Structure	20 NIX ALLEN LN	HUDSON POST FRAME		30,000	1,200	\$259.50
20231212	7/19/2023	B - Accessory Structure	1929 W BENEDICT ST	FRANKIE SPEARS	NEW CONSTRUCTION - CHICKEN COOP	1,000	192	
20231207	7/18/2023	B - Accessory Structure	1830 W ROSA ST	WATSON CONTRACTING AND CONSULTING		22,000	960	
20231156	7/13/2023	B - Accessory Structure	4200 N UNION	BOBBY CASE	NEW CONSTRUCTION	6,300	630	\$138.38
20231097	7/10/2023	B - Accessory Structure	31510 LAKE RD	SEAN WILKERSON	SHOP BUILDING	45,000	1,600	\$344.50
20231076	7/7/2023	B - Accessory Structure	3015 N BELL	Ussery roofing	TORNADO DAMAGE GARAGE	0	380	\$54.50
20231299	7/27/2023	B - Commercial - Add On	4817 N KICKAPOO	JAMES R VANNOY AND SONS CONSTRUCTION COMPANY INC	EXTERIOR CANOPY	775,000	10,443	\$2,615.25
20230845	7/18/2023	B - Commercial - New	910 W 45TH ST	NABHOLZ	NEW CONSTRUCTION	9,000,000	31,067	
20231307	7/28/2023	B - Commercial - Remodel	4611 N KICKAPOO	JORDYN PREVIN	REMODEL	700,000	3,938	\$989.00
20231230	7/21/2023	B -	42106	TAILORED	BATHROOM	13,000	0	\$29.50

		Commercial - Remodel	WESTECH RD	ROOFING	REMODEL			
20231179	7/17/2023	B - Commercial - Remodel	602 S UNION	GLORIA WALLACE	REMODEL	5,000	0	\$29.50
20231165	7/14/2023	B - Commercial - Remodel	1911 N KICKAPOO	BRYAN LITTLE	REMODEL	350,000	5,000	\$29.50
20231135	7/12/2023	B - Commercial - Remodel	19 INTERSTATE PKWY	MIDWEST COMMERCIAL LLC	DENTAL OFFICE REMODEL	217,300	6,082	\$1,525.00
20231131	7/12/2023	B - Commercial - Remodel	4795 N HARRISON AVE	SWM & SONS INC	FINISH OUT	210,000	2,100	\$529.50
20231128	7/12/2023	B - Commercial - Remodel	4737 N KICKAPOO	HOLLAND CONSTRUCTION GROUP LLC	REMODEL - STAPLES	938,768	12,000	\$3,004.50
20231120	7/11/2023	B - Commercial - Remodel	1510 N KICKAPOO	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REPAIR - UNIT 7/8 - SOUTHERN SWANK TANNING	142,857	1,957	\$493.75
20231119	7/11/2023	B - Commercial - Remodel	1510 N KICKAPOO	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REPAIR - UNIT 6 - LOVE'S NAILS	142,857	985	\$250.75
20231118	7/11/2023	B - Commercial - Remodel	1510 N KICKAPOO	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REPAIR - UNIT 5 - SECURITY FINANCE	142,857	972	\$247.50
20231117	7/11/2023	B - Commercial - Remodel	1510 N KICKAPOO	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REPAIR - UNIT 4 JUJITSU SPACE	142,857	1,000	\$254.50
20231116	7/11/2023	B - Commercial - Remodel	1510 N KICKAPOO	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REPAIR - UNIT 3 - DOMINOS OFFICE	142,857	1,268	\$321.50
20231115	7/11/2023	B - Commercial - Remodel	1510 N KICKAPOO	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REPAIR - UNIT 2	142,857	1,202	\$305.00
20231114	7/11/2023	B - Commercial - Remodel	600 W INDEPENCE ST	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REMODEL / UNIT 1000 / LATITUDE	18,750	2,411	\$516.84
20231113	7/11/2023	B - Commercial - Remodel	1510 N KICKAPOO	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REPAIR - UNIT 1 REGINAL FINANCE	142,857	1,190	\$302.00

20231112	7/11/2023	B - Commercial - Remodel	600 W INDEPENDENCE ST	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REMODEL / UNIT 900 / ELARA CARING	18,750	2,414	\$517.48
20231111	7/11/2023	B - Commercial - Remodel	600 W INDEPENDENCE ST	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REMODEL / UNIT 1200 / PLANET FITNESS	18,750	11,875	\$2,527.94
20231110	7/11/2023	B - Commercial - Remodel	600 W INDEPENDENCE ST	OKLAHOMA COMMERCIAL CONSTRUCTION LLC	REMODEL / UNIT 1100 / TERRACOM	18,750	5,937	\$1,266.11
20231059	7/5/2023	B - Commercial - Remodel	101 N UNION	DIDLAKE CONSTRUCTION	REMODEL	343,931	8,062	\$2,020.00
20231306	7/28/2023	B - Residential - Add On	1914 RAIN TREE DR	SUNROOMS & MORE	ADD ON	26,000	119	\$29.50
20231276	7/26/2023	B - Residential - New	1415 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	180,000	2,377	\$1,234.61
20231275	7/26/2023	B - Residential - New	1413 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	180,000	1,513	\$1,051.01
20231274	7/26/2023	B - Residential - New	1406 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	180,000	2,234	\$1,204.23
20231273	7/26/2023	B - Residential - New	1404 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	180,000	1,768	\$1,105.20
20231272	7/26/2023	B - Residential - New	1402 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	180,000	1,947	\$1,143.24
20231251	7/24/2023	B - Residential - New	6213 BUCKHORN TRL	GREG BROWN HOMES	NEW CONSTRUCTION	315,000	3,014	\$1,369.98
20231198	7/18/2023	B - Residential - New	575 DALEY LN	KARLA DALEY	MOVE ON	99,000	1,568	\$337.70
20231193	7/18/2023	B - Residential - New	511 BLUE BIRD LAND	BRYAN LITTLE	NEW CONSTRUCTION	277,000	2,535	\$1,268.19
20231085	7/7/2023	B - Residential - New	120 MEADOWS LN	GRAY HOMES ,LLC	NEW HOME	190,000	1,460	\$314.75
20231083	7/7/2023	B - Residential - New	102 W 34TH ST	PRESTON GRAY	NEW RESIDENTIAL	350,000	2,752	\$589.30

20231080	7/7/2023	B - Residential - New	15813 SLEEPY HOLLOW RD	CHRIS SPEARS	NEW HOME	152,000	2,106	\$452.03
20231046	7/3/2023	B - Residential - New	1204 MUIRFIELD DR	CHRIS LILLARD	NEW CONSTRUCTION	623,375	4,987	\$1,789.24
20231290	7/26/2023	B - Residential - Remodel	1209 E MAIN	MARY BRUCE	REMODEL	40,000	1,518	\$327.08
20231270	7/25/2023	B - Residential - Remodel	102 HARDESTY DR	LAKESIDE ROOFING & CONSTRUCTION	REMODEL	92,352	1,335	\$288.19
20231264	7/25/2023	B - Residential - Remodel	601 N BEARD	TOM HOWARD PROPERTIES, LLC	REMODEL	90,000	500	\$110.75
20231222	7/20/2023	B - Residential - Remodel	3901 N KICKAPOO #36	JONATHAN BURK	REMODEL	30,000	600	\$29.50
20231221	7/20/2023	B - Residential - Remodel	3901 N KICKAPOO #29	JONATHAN BURK	REMODEL	30,000	600	\$29.50
20231215	7/19/2023	B - Residential - Remodel	1829 N LOUISA	TIM VALLANDINGHAM	REMODEL	2,800	900	\$195.75
20231214	7/19/2023	B - Residential - Remodel	3901 N KICKAPOO #35	QIHUA ZHANG		75,000	1,200	
20231206	7/18/2023	B - Residential - Remodel	3901 N KICKAPOO #30	BASS INVESTMENTS	REMODEL	0	1,440	
20231176	7/17/2023	B - Residential - Remodel	301 S OKLAHOMA	GUSTAVO GAETA	REMODEL	7,000	788	\$171.95
20231167	7/14/2023	B - Residential - Remodel	1510 N PARK	PAUL HARVEY	ABATEMENT	21,450	2,100	\$450.75
20231137	7/12/2023	B - Residential - Remodel	818 N POTTENGER AVE	PARKER BROTHERS ROOFING	RE-DECK	0	0	\$54.50
20231104	7/11/2023	B - Residential - Remodel	401 E GEORGIA ST	tailored roofing and remodeling llc	BATHROOM REMODEL	14,987	0	\$29.50
20231102	7/10/2023	B - Residential - Remodel	1820 N BELL AVE	DREAM HOUSING LLC	REMODEL	15,000	1,981	\$29.50
20231095	7/10/2023	B - Residential - Remodel	4414 TRADITIONAL WAY	SHANE BERRY CONSTRUCTION	RE-ROOF	7,000	20	

20231094	7/10/2023	B - Residential - Remodel	4406 TRADITIONAL WAY	SHANE BERRY CONSTRUCTION	RE-ROOF	7,000	20	
20231093	7/10/2023	B - Residential - Remodel	4403 TRADITIONAL WAY	SHANE BERRY CONSTRUCTION	RE-ROOF	7,000	20	
20231079	7/7/2023	B - Residential - Remodel	312 N AYDELOTTE AVE	CEDRIC PETTIES	remodel	2,000	886	\$192.78
20231303	7/28/2023	B - Roof Redeck	611 N LOUISA	LEAL CONSTRUCTION	RE-DECK	0	0	\$54.50
20231265	7/25/2023	B - Roof Redeck	545 W DILL	WHITE ROOFING	RE-DECK	0	0	\$54.50
20231263	7/25/2023	B - Roof Redeck	520 W WALLACE	COMPLETE RENOVATIONS OKC	RE-DECK	0	0	\$54.50
20231262	7/25/2023	B - Roof Redeck	206 W DILL ST	COMPLETE RENOVATIONS OKC	RE-DECK	0	0	\$54.50
20231261	7/25/2023	B - Roof Redeck	806 N KICKAPOO AVE	COMPLETE RENOVATIONS OKC	RE-DECK	0	0	\$54.50
20231217	7/20/2023	B - Roof Redeck	116 W FEDERAL ST	ACTS 29 ROOFING	REDECK	0	0	\$54.50
20231213	7/19/2023	B - Roof Redeck	10 E GEORGIA ST	MCROOF US	RE-DECK	0	0	\$54.50
20231210	7/19/2023	B - Roof Redeck	3901 N KICKAPOO #30	GABRIELA MUNOZ	RE-DECK ROOF	0	0	
20231209	7/19/2023	B - Roof Redeck	3901 N KICKAPOO #36	GABRIELA MUNOZ	RE-DECK ROOF	0	0	
20231148	7/12/2023	B - Roof Redeck	2105 N MCKINLEY	TAILORED ROOFING & REMODELING	RE DECK	14,000	0	\$54.50
20231147	7/12/2023	B - Roof Redeck	917 JEFFERSON PL	TAILORED ROOFING & REMODELING	RE DECK	21,000	0	\$54.50
20231098	7/10/2023	B - Roof Redeck	1314 WINDSOR PL	RANDY USSERY	REROOF REDECK	0	0	
20231057	7/5/2023	B - Roof Redeck	500 W UNIVERSITY	METAL ROOF CONTRACTORS	ROOF RE-DECK	15,000	5,000	\$54.50
20231298	7/27/2023	B - Solar Panels	1924 ASPEN PL	AG SOLAR LLC	NEW INSTALLATION	25,744	210	\$49.13
20231294	7/27/2023	B - Solar Panels	502 E WALLACE	GREEN LIGHT SOLAR	NEW INSTALLATION	27,682	122	\$30.43
20231288	7/26/2023	B - Solar Panels	20 SEQUOYAH BLVD	ADT SOLAR	NEW INSTALLATION	53,249	570	\$125.63
20231227	7/21/2023	B - Solar	2107 N	NIVO SOLAR	SOLAR PANEL	13.884	280	\$63.90

		Panels	MCKINLEY AVE					
20231189	7/17/2023	B - Solar Panels	3 ROBBY RD	NIVO SOLAR	NEW INSTALLATION	34,798	315	\$71.44
20231162	7/14/2023	B - Solar Panels	4 CHEROKEE ST	ANOVA HOME	NEW INSTALLATION	30,750	525	\$116.06
20231161	7/14/2023	B - Solar Panels	4015 N CHAPMAN	ANOVA HOME	NEW INSTALLATION	36,900	630	\$138.38
20231108	7/11/2023	B - Solar Panels	1421 THOMPSON DR	CUSTOM PRO ROOFING AND SOLAR	NEW INSTALLATION	36,422	800	\$174.50
20231086	7/7/2023	B - Solar Panels	17208 HIGHWAY 102	ION DEVELOPER LLC	SOLAR PANEL	10,080	767	\$167.49
20231082	7/7/2023	B - Solar Panels	819 N PARK	NIVO SOLAR	NEW INSTALLATION	21,604	294	\$67.01
20231068	7/6/2023	B - Solar Panels	15 OAK HILL	NIVO SOLAR	NEW INSTALLATION	48,058	2,929	\$626.91
20231066	7/6/2023	B - Solar Panels	31 NORTHIDGE	NIVO SOLAR	NEW INSTALLATION	71,977	883	\$192.05
20231064	7/6/2023	B - Solar Panels	660 N MARKET	NIVO SOLAR	SOLAR INSTALL	33,139	279	\$63.89
20231318	7/31/2023	B - Storm Shelter	1628 N BROADWAY AVE	HAUSNERS PRECAST	STORM SHELTER	3,550	0	\$29.50
20231287	7/26/2023	B - Storm Shelter	505 N ROOSEVELT	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	0	0	\$29.50
20231252	7/24/2023	B - Storm Shelter	4101 BLAINE RD	GROUND ZERO SHELTERS CO	STORM SHELTER IN GARAGE	0	0	\$29.50
20231233	7/21/2023	B - Storm Shelter	3316 N UNION AVE	STORM SAFE SHELTERS	STORM SHELTER IN GARAGE	0	0	\$29.50
20231157	7/13/2023	B - Storm Shelter	65 SEQUOYAH BLVD	HAUSNERS PRECAST	storm shelter	0	0	\$29.50
20231103	7/10/2023	B - Storm Shelter	2402 N UNION AVE	OKLAHOMA SHELTERS	STORM SHELTER	3,900	0	\$29.50
20231315	7/31/2023	B - Swimming Pool	1332 N BEARD AVE	OKLAHOMA POOL AND PATIO	NEW INSTALL	61,398	384	\$64.50
20231186	7/17/2023	B - Swimming Pool	19 QUAIL RIDGE	SPARTAN POOL & PATIO	NEW INSTALLATION	77,050	538	\$64.50
20231159	7/14/2023	B - Swimming Pool	34 SEQUOYAH BLVD	AQUA HAVEN	FIBERGLASS POOL	57,000	420	\$64.50
20231316	7/31/2023	E - Electrical	235 E PULASKI	LARRISON ELECTRIC	NEW INSTALLATION	0	0	\$54.50

20231313	7/31/2023	E - Electrical	402 N KICKAPOO	BARNETT ELECTRIC	REPLACE SERVICE - 100A / NEW INSTALL 50A BREAKER	0	0	\$54.50
20231312	7/31/2023	E - Electrical	4940 N AUTOMALL DR	TREK ELECTRIC	BCW / add on	0	0	\$54.50
20231302	7/28/2023	E - Electrical	1924 ASPEN PL	AG SOLAR LLC	NEW INSTALLATION	0	0	\$54.50
20231300	7/28/2023	E - Electrical	217 S DIXON	RODGER ELECTRIC	REMODEL	0	0	\$54.50
20231297	7/27/2023	E - Electrical	1322 N MARKET AVE	MCKINLEY ELECTRIC	REPLACE RISE	0	0	\$54.50
20231296	7/27/2023	E - Electrical	1048 E WAYNE	FULL SPEED ELECTRIC		0	0	\$104.50
20231295	7/27/2023	E - Electrical	502 E WALLACE	GREEN LIGHT SOLAR	NEW INSTALLATION	0	0	\$54.50
20231292	7/27/2023	E - Electrical	624 W INDEPENDENCE ST #101	CASEY ELECTRIC	METER RESET	0	0	\$54.50
20231289	7/26/2023	E - Electrical	20 SEQUOYAH BLVD	ADT SOLAR	NEW INSTALLATION	53,249	570	\$54.50
20231269	7/25/2023	E - Electrical	1709 N PARK	5-C ELECTRIC	METER RESET	0	0	\$54.50
20231268	7/25/2023	E - Electrical	651 N UNION	5-C ELECTRIC	METER RESET	0	0	\$54.50
20231266	7/25/2023	E - Electrical	2505 WINGED FOOT WAY	JAMES CRAWFORD ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20231258	7/24/2023	E - Electrical	638 N UNION	LET THERE BE LIGHT, ELECTRIC LLC	PANEL CHANGE	0	0	\$54.50
20231229	7/21/2023	E - Electrical	1315 E WHITTAKER	PRICE RIGHT ELECTRIC	REMODEL	0	0	\$54.50
20231228	7/21/2023	E - Electrical	418 N SHAWNEE OK	ABSOLUTE ELECTRICAL CONTRACTORS LLC	REMODEL	0	0	\$104.50
20231225	7/21/2023	E - Electrical	2107 N MCKINLEY AVE	NIVO SOLAR		0	0	\$54.50
20231223	7/21/2023	E - Electrical	527 N PATCHIN	RODGERS ELECTRIC	misc work	0	0	\$54.50
20231218	7/20/2023	E - Electrical	3325 N HARRISON	MARSH ELECTRIC LLC	NEW SERVICE - WEST BUILDING	0	0	\$54.50
20231211	7/19/2023	E - Electrical	1705 N KICKAPOO	SHAWNEE ELECTRIC INC	REBUILD EXISTING SERVICE ON BUILDING #1	0	0	\$54.50
20231205	7/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	RECONNECT SERVICE	0	0	\$54.50

20231204	7/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	RECONNECT SERVICE	0	0	\$54.50
20231203	7/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	RECONNECT SERVICE	0	0	\$54.50
20231202	7/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	RECONNECT SERVICE	0	0	\$54.50
20231201	7/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	RECONNECT SERVICE	0	0	\$54.50
20231200	7/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	RECONNECT SERVICE	0	0	\$54.50
20231199	7/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	RECONNECT SERVICE	0	0	\$54.50
20231190	7/17/2023	E - Electrical	3 ROBBY RD	NIVO SOLAR	NEW INSTALLATION	0	0	\$54.50
20231188	7/17/2023	E - Electrical	810 N MCKINLEY AVE	LIBRA ELECTRIC COMPANY	REPLACE	0	0	\$54.50
20231185	7/17/2023	E - Electrical	4015 N CHAPMAN	ANOVA HOME	SOLAR PANELS	0	0	\$54.50
20231183	7/17/2023	E - Electrical	4 CHEROKEE ST	ANOVA HOME DAVID MEDRANO	solar panels	0	0	\$54.50
20231181	7/17/2023	E - Electrical	601 N BEARD	C FORD ELECTRIC LLC	SERVICE CHANGE OUT	0	0	\$54.50
20231180	7/17/2023	E - Electrical	2705 N HARRISON AVE	TREK ELECTRIC	NEW SERVICE	0	0	\$54.50
20231177	7/17/2023	E - Electrical	1900 W MACARTHUR ST	PATRIOT POWER SERVICES	200 AMP SERVICE	0	0	\$54.50
20231174	7/17/2023	E - Electrical	14301 US HIGHWAY 177	KB ELECTRIC, LLC	MISCELLANEOUS WIRING	0	0	\$54.50
20231172	7/17/2023	E - Electrical	1829 N LOUISA	5-C ELECTRIC	new 200 amp service	0	0	\$54.50
20231171	7/17/2023	E - Electrical	327 N ROOSEVELT	INCE ELECTRIC		0	0	\$54.50
20231168	7/14/2023	E - Electrical	1820 N BELL AVE	TIMOTHY ROBERTS ELEC / HVAC	REMODEL	0	0	\$54.50
20231163	7/14/2023	E - Electrical	207 HARDESTY DR	ABSOLUTE ELECTRICAL CONTRACTORS LLC	METER RESET	0	0	\$54.50
20231153	7/13/2023	E - Electrical	1405 N MINNESOTA	GARYS ELECTRICAL SERVICE	REPLACE RISER	0	0	\$54.50
20231152	7/13/2023	E - Electrical	1504 AIRPORT DR	WILSON ELECTRIC	TORNADO REBUILD	0	0	\$54.50
20231138	7/12/2023	E - Electrical	1817 N	GROVE	REPAIR	0	0	\$54.50

			KICKAPOO AVE	ELECTRICAL SOLUTIONS				
20231136	7/12/2023	E - Electrical	2303 CROOKED OAK CT	GENERATOR SUPER CENTER / FAITH ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20231127	7/11/2023	E - Electrical	575 DALEY LN	COMMON GROUND ELECTRICAL	mobile home hook up	0	0	\$54.50
20231123	7/11/2023	E - Electrical	1421 THOMPSON DR	CUSTOM PRO ROOFING AND SOLAR	NEW INSTALLATION	36,422	800	\$54.50
20231109	7/11/2023	E - Electrical	307 E FRANKLIN	BOBS ELECTRIC	BRANCH CIRUIT WIRING - 60AMP	0	0	\$54.50
20231100	7/10/2023	E - Electrical	1815 N BROADWAY	NATHAN SNYDER ELECTRIC LLC	NEW INSTALLATION	0	0	\$54.50
20231096	7/10/2023	E - Electrical	415 E 7TH ST	POTEET ELECTRIC	100 AMP OVERHEAD SERVICE / REPAIR AND REPLACE	0	0	\$54.50
20231091	7/7/2023	E - Electrical	730 N PARK AVE	BENS ELECTRIC	BONDING GAS LINE	0	0	\$54.50
20231087	7/7/2023	E - Electrical	17208 HIGHWAY 102	ION DEVELOPER LLC	SOLAR PANELS	0	0	\$54.50
20231084	7/7/2023	E - Electrical	819 N PARK	NIVO SOLAR	NEW INSTALLATION	0	0	\$54.50
20231074	7/6/2023	E - Electrical	2708 WOODLAWN CT	LARRISON ELECTRIC	GENERATOR	0	0	\$54.50
20231072	7/6/2023	E - Electrical	310 N AYDELOTTE AVE	TEAM UPTOWN ELECTRIC	METER BASE INSPECTION	0	0	\$54.50
20231069	7/6/2023	E - Electrical	15 OAK HILL	NIVO SOLAR	NEW INSTALLATION	0	0	\$54.50
20231067	7/6/2023	E - Electrical	31 NORTHIDGE	NIVO SOLAR	NEW INSTALLATION	0	0	\$54.50
20231065	7/6/2023	E - Electrical	660 N MARKET	NIVO SOLAR	SOLAR PANEL	0	0	\$104.50
20231062	7/6/2023	E - Electrical	530 N BRYAN AVE	RIGHT ON ELECTRIC	WIRING FOR GARAGE	0	0	\$54.50
20231061	7/6/2023	E - Electrical	609 W POPLAR	RIGHT ON ELECTRIC	REBUILD METER BASE FROM TORNADO	0	0	\$54.50
20231058	7/5/2023	E - Electrical	2702 N KICKAPOO	ALL PHASE ELECTRIC, INC	NEW SERVICE	0	0	\$54.50
20231051	7/5/2023	E - Electrical	922 E INDEPENDENCE	RODGERS ELECTRIC	METER RESTORE	0	0	\$54.50
20231277	7/26/2023	F - Burn	1306 W	KATHY KINGSLEY	BURN PERMIT	0	0	\$29.50

			WHEELER ST					
20231259	7/24/2023	F - Burn	1303 W FARRALL	KAYE STEELE	FIRE	0	0	\$29.50
20231141	7/12/2023	F - Burn	1514 E 7TH ST	RANDY VAN WINKLE	FIRE	0	0	\$29.50
20231126	7/11/2023	F - Burn	17404 MAGNINO RD	MARTA LAND	BURN PERMIT	0	0	\$29.50
20231122	7/11/2023	F - Burn	2 DEL RANCHO LN	ANTHONY HEFLEY	BURN PERMIT	0	0	\$29.50
20231055	7/5/2023	F - Burn	33909 LAKE RD	GERALD LINDA NOWLIN	BURN PERMIT	0	0	\$29.50
20231050	7/3/2023	F - Carnival / Fair	118 W MAIN	THOMAS HIBBEN	CAR SHOW	0	0	\$54.50
20231220	7/20/2023	F - Fire Suppression	4832 MARKETPLACE BOULEVARD	TIM MCCOY	FIRE SUPPRESSION	0	0	\$104.50
20231075	7/6/2023	F - Fire Suppression	811 E MAIN	AUTOMATIC FIRE CONTROL	REPAIR SYSTEM	0	0	\$104.50
20231325	7/31/2023	M - Mechanical	504 N KIMBERLY AVE	WAGGONERS HEATING AND AIR	CHANGE OUT	0	0	\$64.50
20231324	7/31/2023	M - Mechanical	1103 E WAYNE	WAGGONERS HEATING AND AIR	CHANGE OUT APT #11	0	0	\$64.50
20231323	7/31/2023	M - Mechanical	1103 E WAYNE	WAGGONERS HEATING AND AIR	CHANGE OUT APT #1	0	0	\$64.50
20231322	7/31/2023	M - Mechanical	1103 E WAYNE	WAGGONERS HEATING AND AIR	CHANGE OUT	0	0	\$64.50
20231321	7/31/2023	M - Mechanical	910 N SHAWNEE ST	WAGGONERS HEATING AND AIR	CHANGE OUT APT #15	0	0	\$64.50
20231320	7/31/2023	M - Mechanical	910 N SHAWNEE ST	WAGGONERS HEATING AND AIR	CHANGE OUT APT #14	0	0	\$64.50
20231319	7/31/2023	M - Mechanical	910 N SHAWNEE ST	WAGGONERS HEATING AND AIR	CHANGE OUT APT #6	0	0	\$64.50
20231317	7/31/2023	M - Mechanical	1144 E FAY ST	WAGGONERS HEATING AND AIR	CHANGE OUT	0	0	\$64.50
20231301	7/28/2023	M - Mechanical	1922 ASPEN PL	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20231291	7/27/2023	M - Mechanical	1810 N PARK AVE	AC DOCTORS	NEW SYSTEM	0	0	\$64.50
20231267	7/25/2023	M -	2800 N BRYAN	ACOCK CLIMATE	CHANGE OUT -	0	0	\$634.50

		Mechanical		CONTROL	WEST WING			
20231260	7/24/2023	M - Mechanical	15 E FRANKLIN	A/C DOCTORS	CHANGE OUT	0	0	\$104.50
20231250	7/24/2023	M - Mechanical	116 TENNESSEE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231249	7/24/2023	M - Mechanical	114 TENNESSEE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231248	7/24/2023	M - Mechanical	112 TENNESSEE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231247	7/24/2023	M - Mechanical	108 TENNESSEE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231246	7/24/2023	M - Mechanical	106 TENNESSEE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231245	7/24/2023	M - Mechanical	103 TENNESSEE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231244	7/24/2023	M - Mechanical	101 TENNESSEE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231243	7/24/2023	M - Mechanical	103 WOODLAND AVE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231242	7/24/2023	M - Mechanical	101 WOODLAND AVE	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231241	7/24/2023	M - Mechanical	910 9TH ST	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231240	7/24/2023	M - Mechanical	908 9TH ST	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231239	7/24/2023	M - Mechanical	907 9TH ST	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231238	7/24/2023	M - Mechanical	903 9TH ST	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231237	7/24/2023	M - Mechanical	901 9TH ST	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231236	7/24/2023	M - Mechanical	821 7TH ST	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231235	7/24/2023	M - Mechanical	819 7TH ST	ALL DAY PLB-MEC	CHANGE OUT	0	0	\$64.50
20231194	7/18/2023	M - Mechanical	401 E FEDERAL ST	A/C DOCTORS	NEW SYSTEM 4 TON	0	0	\$84.50
20231187	7/17/2023	M - Mechanical	517 W UNIVERSITY ST	SPAETH INC	CHANGED DIFFUSERS IN CLASSROOMS	0	0	\$54.50
20231184	7/17/2023	M - Mechanical	70 SEQUOYAH BLVD	CAIN LLC HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231182	7/17/2023	M - Mechanical	2403 OVAL DR	SPAETH INC	changing all grills 1st floor	0	0	\$54.50

					and 2 rooms on 2nd floor			
20231175	7/17/2023	M - Mechanical	326 W 11TH ST	SUNBELT HEATING AND AIR CONDITIONING, INC	CHANGE OUT	0	0	\$64.50
20231164	7/14/2023	M - Mechanical	309 CLUB HOUSE DR	A TEAM	5 ton	0	0	\$104.50
20231160	7/14/2023	M - Mechanical	1213 MUIRFIELD	SPARKS HEAT AND AIR INC	2.5 NEW SYSTEM	0	0	\$54.50
20231133	7/12/2023	M - Mechanical	2203 N UNION AVE	AIRCO SERVICE	HEAT PUMP, ELECTRIC HEATER, AIR HANDLER	0	0	\$54.50
20231105	7/11/2023	M - Mechanical	3947 N KICKAPOO ST	HULL HEAT AND AIR LLC	VENT HOOD VENT PIPE	0	0	\$54.50
20231088	7/7/2023	M - Mechanical	1442 N HARRISON AVE	SPARKS HEAT AND AIR	NEW SYSTEM	0	0	\$54.50
20231071	7/6/2023	M - Mechanical	4845 N KICKAPOO AVE	H&S MECHANICAL LLC	NEW SYSTEM / MINI SPLIT / COMMERCIAL REFRIG	0	0	\$854.50
20231054	7/5/2023	M - Mechanical	1912 KELLER PL	SUNTECH HEAT & AIR	CHANGE OUT	0	0	\$144.50
20231052	7/5/2023	M - Mechanical	1945 N PARK	AC DOCTORS	NEW SYSTEM	0	0	\$54.50
20231154	7/13/2023	O - Curb Cut, Driveway and Sidewalk	1817 N PARK	MARCO MELENDEZ	DRIVEWAY	10,000	0	\$50.00
20231284	7/26/2023	O - Demolition and Moving	308 S MARKET AVE	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20231282	7/26/2023	O - Demolition and Moving	601 S PARK	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20231281	7/26/2023	O - Demolition and Moving	602 N AYDELOTTE	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20231280	7/26/2023	O - Demolition and Moving	528 N CLEVELAND	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	

20231278	7/26/2023	O - Demolition and Moving	426 W FRANKLIN	G&G SERVICES	DEMO	0	0	
20231257	7/24/2023	O - Demolition and Moving	3901 N KICKAPOO #13	MEIER AND SON DEMOLITION LLC	TORNADO DAMAGE DEMO	0	0	
20231255	7/24/2023	O - Demolition and Moving	3901 N KICKAPOO #19	MEIER AND SON DEMOLITION	TORNADO DAMAGE DEMO	0	0	
20231254	7/24/2023	O - Demolition and Moving	3901 N KICKAPOO #1	MEIR AND SONS DEMOLITION	DEMO TORNADO DAMAGE	0	0	
20231253	7/24/2023	O - Demolition and Moving	123 W FARRALL ST	WADES SERVICES	DEMOLITION	0	0	\$50.00
20231231	7/21/2023	O - Demolition and Moving	325 N UNION	SPARTAN CONSTRUCTION WORKS LLC		0	0	\$50.00
20231216	7/20/2023	O - Demolition and Moving	111 W MIDLAND	WADES SERVICES	DEMO	0	0	\$50.00
20231191	7/17/2023	O - Demolition and Moving	202 N KIMBERLY	GREG JACKSON		0	0	
20231155	7/13/2023	O - Demolition and Moving	1924 N KICKAPOO AVE	TOTAL DEMOLITION SERVICES, LLC	DEMOLITION	0	0	\$50.00
20231145	7/12/2023	O - Demolition and Moving	623 KICKAPOO SPUR	MIDWEST WRECKING CO	DEMOLITION	0	0	
20231144	7/12/2023	O - Demolition and Moving	1008 BURNING WOOD DR	MIDWEST WRECKING CO	DEMOLITION	0	0	
20231143	7/12/2023	O - Demolition and Moving	115 W GEORGIA	MEIER AND SON DEMOLITION	DEMOLITION	0	0	\$50.00
20231142	7/12/2023	O - Demolition and Moving	823 E RIDGWOOD	MEIER AND SON DEMOLITION	DEMOLITION	0	0	\$50.00
20231140	7/12/2023	O - Demolition and Moving	629 N HOBSON	MEIER AND SON DEMOLITION	DEMOLITION	0	0	\$50.00
20231106	7/11/2023	O - Demolition and Moving	109 E MAIN	MIDWEST WRECKING CO	DEMOLITION	0	0	
20231070	7/6/2023	O - Demolition and Moving	324 E 40TH ST	KW SERVICES LLC	DEMOLITION	0	0	\$50.00

20231060	7/6/2023	O - Demolition and Moving	318 W 32ND ST	KW SERVICES LLC	DEMOLITION	0	0	\$50.00
20231056	7/5/2023	O - Demolition and Moving	207 E SEVERN	WADES SERVICES	DEMOLITION	0	0	
20231286	7/26/2023	O - Paving Cut and Boring	1410 MADISON AVE	TSU 1	NO CHARGE / FOR ONG	0	0	
20231285	7/26/2023	O - Paving Cut and Boring	1419 MADISON AVE	TSU 1	no charge	0	0	
20231283	7/26/2023	O - Paving Cut and Boring	1421 MADISON AVE	TSU 1	FOR ONG	0	0	
20231256	7/24/2023	O - Paving Cut and Boring	216 OUTLANDER WAY	TSU 1	ROAD BORE	0	0	
20231226	7/21/2023	O - Paving Cut and Boring	1404 E 7TH	ACOCK CLIMATE CONTROL	CUT	0	0	\$60.00
20231197	7/18/2023	O - Paving Cut and Boring	422 N KICKAPOO	TSU 1	ROAD BORE	0	0	
20231196	7/18/2023	O - Paving Cut and Boring	1910 W BENEDICT	TSU 1	ROAD BORE	0	0	
20231178	7/17/2023	O - Paving Cut and Boring	304 E MACARTHUR ST	COX COMMUNICATION		0	0	
20231053	7/5/2023	O - Paving Cut and Boring	1427 N HARRISON	ARIAS UTILITY LLC	ROAD BORE	0	0	
20231308	7/31/2023	O - Sign	4795 N HARRISON AVE	SIGN FACTORY LLC	NEW INSTALLATION	7,500	54	\$50.00
20231271	7/26/2023	O - Sign	4901 N KICKAPOO STE 3001	FRANK N SIGNS	NEW INSTALLATION	0	160	\$50.00
20231224	7/21/2023	O - Sign	3929 N KICKAPOO SUITE C	ARROW SIGN CO	ERECT WALL SIGN	0	0	\$50.00
20231170	7/17/2023	O - Sign	2131 N KICKAPOO	GENERAL LIGHTING & SIGN SERVICES, INC	REPLACE PYLON	15,000	101	
20231169	7/17/2023	O - Sign	4625 N KICKAPOO	GENERAL LIGHTING & SIGN SERVICES, INC	REPLACE PYLON	15,000	153	
20231150	7/13/2023	O - Sign	2218 N	GENERAL	REPLACE	3,000	16	

			KICKAPOO	LIGHTING & SIGN SERVICES, INC	EXISTING			
20231149	7/13/2023	O - Sign	1420 N HARRISON	YEARWOOD DESIGN WORKS	NEW INSTALLATION	5,500	31	\$50.00
20231134	7/12/2023	O - Sign	3947 N KICKAPOO ST	PROFESSIONAL GRAPHICS INC	NEW INSTALLATION	20,000	1,200	
20231130	7/12/2023	O - Sign	185 W INTERSTATE PARKWAY	ENCINOS 3D CUSTOM PRODUCTS	REPLACE EXISTING	3,000	0	
20231129	7/12/2023	O - Sign	4845 N KICKAPOO AVE	METRO SIGN CORPORATION	REPLACE EXISTING	15,000	44	
20231078	7/7/2023	O - Sign	3300 N KICKAPOO	SIGNS & WONDERS LLC	WALL SIGN / PYLON SIGN	3,000	98	
20231077	7/7/2023	O - Sign	15301 HIGHWAY 102	SIGNS AND WONDERS LLC	MONUMENT SIGN	30,000	48	\$50.00
20231049	7/3/2023	O - Sign	8701 N HARRISON	OKLAHOMA VISUAL GRAPHICS	NEW INSTALLATION	6,000	56	\$50.00
20231048	7/3/2023	O - Sign	8701 N HARRISON	OKLAHOMA VISUAL GRAPHICS	NEW INSTALLATION	6,000	56	\$50.00
20231047	7/3/2023	O - Sign	39300 W MACARTHUR RD	STELLAR SIGNS OF OKLAHOMA	NEW INSTALLATION	18,000	64	\$50.00
20231022	7/3/2023	O - Sign	1830 N KICKAPOO	REBEL SIGN COMPANY	NEW INSTALLATION	0	0	\$50.00
20230840	7/3/2023	O - Sign	3962 N KICKAPOO AVE	SIGNS & WONDERS, LLC	REPLACE EXISTING	0	0	
20231314	7/31/2023	P - Plumbing	235 E PULASKI	LIBERTY PLUMBING & GAS	GAS LINE EXTENSION	0	0	\$54.50
20231311	7/31/2023	P - Plumbing	1120 E 10TH ST	DALE'S PLUMBING	REPAIR / REPLACE	0	0	\$54.50
20231310	7/31/2023	P - Plumbing	6 CHEVY CHASE	HI-TECH PLUMBING & LEAK DETECT		0	0	
20231304	7/28/2023	P - Plumbing	4901 N KICKAPOO	VIP PLUMBING OK	REMODEL	0	0	\$54.50
20231293	7/27/2023	P - Plumbing	1209 E MAIN	DALE'S PLUMBING	REMODEL	0	0	\$54.50
20231232	7/21/2023	P - Plumbing	42106 WESTECH RD	ERICS PLUMBING LLC		0	0	\$54.50
20231208	7/19/2023	P - Plumbing	317 N MEAD	DALES PLUMBING	SEWER LINE / SEWER TAP	0	0	\$429.50
20231192	7/18/2023	P - Plumbing	1938 N PARK	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20231173	7/17/2023	P - Plumbing	523 N BEARD	CUTTERS	REPLACE	0	0	\$54.50

				PLUMBING LLC				
20231158	7/14/2023	P - Plumbing	11 APACHE	BRANDON'S PLUMBING	GAS METER RESET	0	0	
20231151	7/13/2023	P - Plumbing	16608 HIGHWAY 102	STANLEY PLUMBING	GAS EXTENSION / GAS GENERATOR	0	0	\$54.50
20231146	7/12/2023	P - Plumbing	2235 N DOROTHY	COMPLETE PLUMBING LLC	REPIPE	0	0	\$54.50
20231139	7/12/2023	P - Plumbing	134 S OAK AVE	DALE'S PLUMBING	GAS LINE	0	0	\$54.50
20231132	7/12/2023	P - Plumbing	1403 E WALNUT	COWBOYS PLUMBING	REPAIR	0	0	\$54.50
20231125	7/11/2023	P - Plumbing	401 E GEORGIA ST	ERICS PLUMBING	shower and faucet replacement	0	0	\$54.50
20231124	7/11/2023	P - Plumbing	719 W DEWEY	ROTO ROOTER	SEWERLINE RISER REPAIR	0	0	\$54.50
20231107	7/11/2023	P - Plumbing	2102 E MAIN ST	HARDINS FAMILY PLUMBING LLC	water line extension	0	0	\$54.50
20231101	7/10/2023	P - Plumbing	1815 N BROADWAY	PIPED OUT PLUMBING	GAS LINE EXTENSION	0	0	\$54.50
20231099	7/10/2023	P - Plumbing	2303 CROOKED OAK CT	HUBBARD PLUMBING	GAS LINE EXTENSION	0	0	\$54.50
20231092	7/10/2023	P - Plumbing	1820 N BELL AVE	NEXGEN PLUMBING		0	0	\$54.50
20231090	7/7/2023	P - Plumbing	907 BUCK DR	COMPLETE PLUMBING	GAS LINE TO GENERATOR	0	0	\$54.50
20231089	7/7/2023	P - Plumbing	642 N PARK	JIMMY B QUICK PLUMBING	GAS TEST	0	0	\$54.50
20231073	7/6/2023	P - Plumbing	2708 WOODLAWN CT	LIBERTY PLUMBING AND GAS	GENERATOR HOOK UP	0	0	\$54.50
20231063	7/6/2023	P - Plumbing	16624 STEVENS RD	CS PLUMBING	BATHROOM ROUGH IN IN SHOP BUILDING	0	0	\$54.50
								\$45,912.10

Total Records: 277

8/1/2023

CANADIAN VALLEY ELECTRIC COOPERATIVE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned grantor(s), **City of Shawnee**,

do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is 11277 N Hwy 99, Seminole, Oklahoma 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

In the NE/4 of the SE/4 of

Section 22, Township 10 North, Range 02 East, containing n/a acres, more or less:

(*Right-of-Way to be 15 feet on each side of the proposed pole line and/or underground line center (total of 30 feet) and 35 feet from pole line center for each anchor location) approximately 1,923 feet North and 464 feet West of the SE corner of the SE/4 of said section and continuing Southerly approximately 58 feet, thence Southwesterly approximately 62 feet,

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

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

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

Witness

(Signature of Representative)

REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)

COUNTY OF _____)

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

by _____ as _____

(Printed Name of Representative)

(Printed)(Title of Signer)

for _____

City of Shawnee

My Commission expires: _____

(SEAL)

Notary Public / Commission # _____

FORM MUST BE NOTARIZED

CVEC USE ONLY
W.O. #56603

RETURN ORIGINAL TO: CVEC, 11277 N Hwy 99, Seminole, OK 74868



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

Date: August 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acceptance of public water line improvements along American Way and place Maintenance Bond into effect.

Background: The public improvements associated with the Indaco Metal expansion have been completed and are ready to be accepted by the City. The development is located on American Way, east of Acme Road. As required, the developer paid 100% of the construction costs.

The improvements were installed and inspected to the City of Shawnee specifications. The water main passed all required testing and is now ready for acceptance. The acceptance of the improvements by the City Commission will place the two-year maintenance bonds into effect.

Financial Impact: N/A

Attachments: Water Maintenance Bonds

Staff Recommendation: Acceptance of the improvements

MAINTENANCE BOND

Bond Number: 72553790

KNOW ALL PERSONS BY THESE PRESENTS, That we Clint Seidl dba CS Plumbing
_____, of
42203 Hazel Dell Rd., Shawnee, OK 74804, hereinafter
referred to as the Principal, and WESTERN SURETY COMPANY,
as Surety, are held and firmly bound unto City of Shawnee
of Shawnee, OK, hereinafter
referred to as the Oblige, in the sum of Thirteen Thousand Nine Hundred Seventy Five
Dollars (\$ 13,975.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Shawnee
_____ dated
May 5, 2023, for City of Shawnee
_____.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

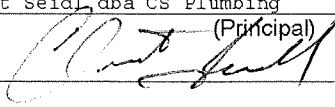
WHEREAS, the said contract has been completed, and was approved on July 17, 2023

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
become apparent during the period of two (2) year(s) from and after July 17, 2023
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 17th day of July, 2023.

Clint Seidl dba CS Plumbing

(Principal)

By  (Seal)

WESTERN SURETY COMPANY

(Surety)

By  (Seal)
AMY MICHELE BOYER, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72553790

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint AMY MICHELE BOYER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Clint Seidl dba CS Plumbing

Obligee: City of Shawnee

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72553790 is not issued on or before midnight of July 17th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

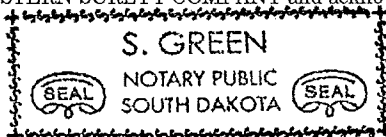
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 17th day of July, 2023.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 17th day of July, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of July, 2023.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023



The State of Oklahoma requires we inform you of the following:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Form F2637-3-2012



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: July 18th, 2023

AGENT CODE: 24 16670

ATTENTION: Amy

Number of Pages: 4

RE: Bond 72553790 - Clint Seidl dba CS Plumbing

Indaco Metal Plumbing

Contract Amount: \$ 13,975.00

Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the following documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company bond kit to each bond issued.

Premium: \$419.00

Commission Percentage: 30.0

Effective: July 17th, 2023

***Please reference the CNA Surety web site www.cnasurety.com for easy access to our Fast Track Application.

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

Business Services



RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 12th day of May, 2023, by Gene and Patricia Aldon Burrows, located at 417 S. Lindale Avenue ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

Lots 8 through 12, Block 1, FAIRMOUNT ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A tract of land located in Lot Twelve (12), Block One (1), FAIRMOUNT ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

**BEGINNING at the Southwest Corner of said Block 1, FAIRMOUNT ADDITION;
THENCE N01°17'14"W, along the West line of said Lot 12, a distance of 15.00 feet;
THENCE N89°42'38"E, parallel with the South line of said Block 1, a distance of 140.00 feet to a point on the East line of said Block 1;
THENCE S01°17'14"E, along the East line of said Block 1, a distance of 15.00 feet to the Southeast Corner of said Block 1;
THENCE S89°42'38"W, along the South line of said Block 1, a distance of 140.00 feet, to the POINT OF BEGINNING,
CONTAINING 0.048 acres or 2,100.00 square feet, more or less.**

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

Patricia Burrows
Patricia Burrows

(GRANTEE) – CITY OF SHAWNEE

Mayor of the City of Shawnee

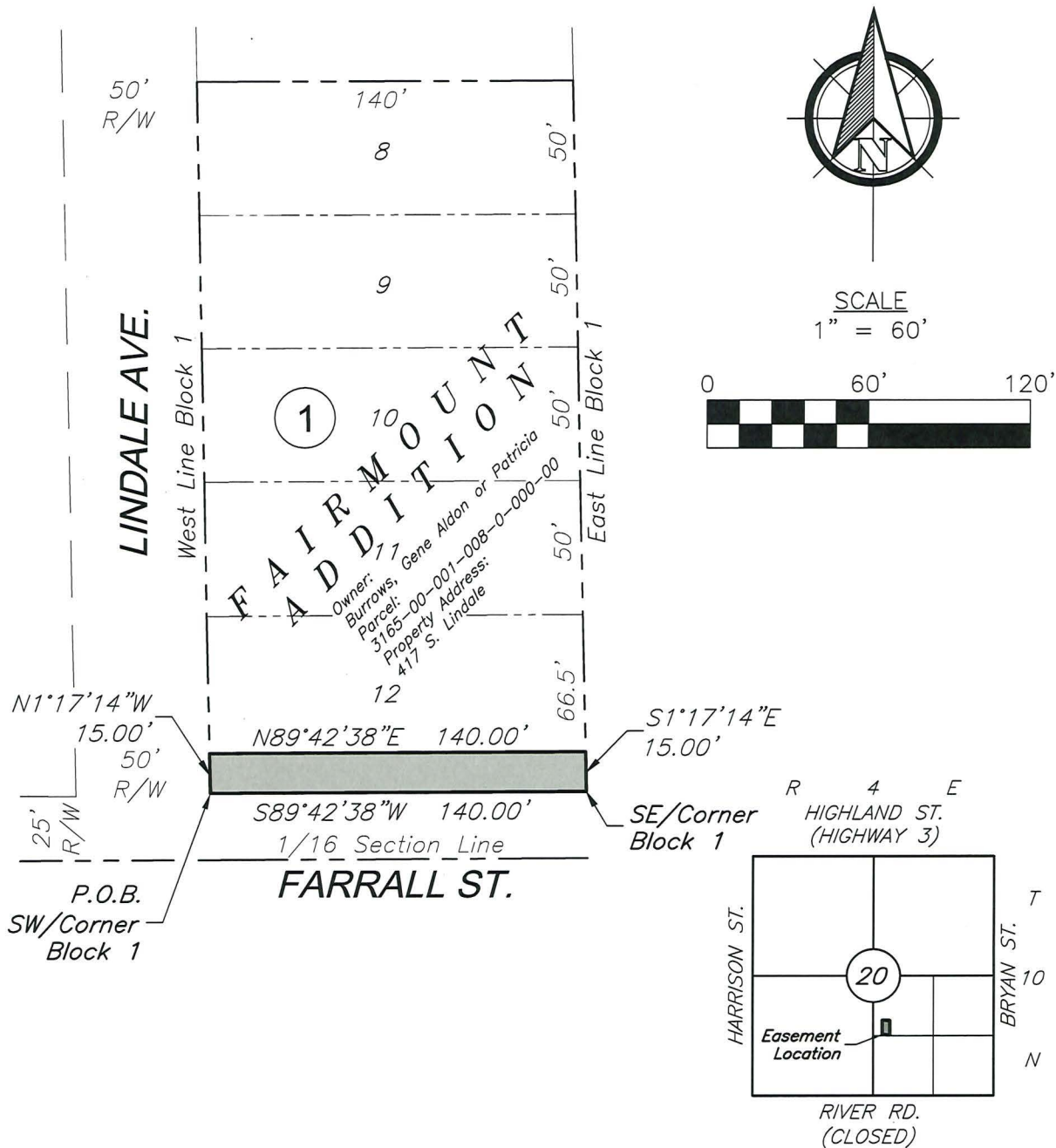
STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 12th day of May, 2023,
personally appeared Gene Burrows and Patricia Burrows on behalf of the
City of Shawnee, known to be the identical persons who executed the within and foregoing
instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds
for the uses and purposes therein set forth.



Notary Public
Commission No. 14010179
My Commission Expires: 11-11-2026

Exhibit "A"



Location Map
Scale: 1" = 4000'

Legal Description

A tract of land located in Lot Twelve (12), Block One (1), FAIRMOUNT ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

BEGINNING at the Southwest Corner of said Block 1, FAIRMOUNT ADDITION;
THENCE N01°17'14"W, along the West line of said Lot 12, a distance of 15.00 feet;
THENCE N89°42'38"E, parallel with the South line of said Block 1, a distance of 140.00 feet to a point on the East line of said Block 1;
THENCE S01°17'14"E, along the East line of said Block 1, a distance of 15.00 feet to the Southeast Corner of said Block 1;
THENCE S89°42'38"W, along the South line of said Block 1, a distance of 140.00 feet, to the POINT OF BEGINNING,
CONTAINING 0.048 acres or 2,100.00 square feet, more or less.

LANDES ENGINEERING

903 E. 35th Street * P.O. BOX 1032
SHAWNEE, OKLAHOMA 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 www.landesengineering.net

Client		Country Hollow Campground, LLC	
Project		Country Hollow Campground - Public Water Extension	
Sheet Title		Easement Exhibit A	
Design	ril	Check	ril
Drawn	pd	Date	05/09/2023
		Sheet	1 of 1

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 5th day of June, 2023, by Jerry Matthews Sr., located at 408 S. Lindale Avenue ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

Lots 2 through 12, Block 2, FAIRMOUNT ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A tract of land located in Lots Three (3) through Twelve (12), in Block Two (2), FAIRMOUNT ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

**BEGINNING at the Southeast Corner of said Block 2, FAIRMOUNT ADDITION;
THENCE N89°41'33"W, along the South line of said Block 2, a distance of 15.00 feet;
THENCE N01°17'14"W, parallel with the East line of said Block 2, a distance of 516.50 feet to a point on the North line of said Lot 3, Block 2;
THENCE S89°41'33"E, along the North line of said Lot 3, Block 2, a distance of 15.00 feet to the Northeast Corner of said Lot 3, Block 2;
THENCE S01°17'14"E, along the East line of said Block 2, a distance of 516.50 feet, to the POINT OF BEGINNING,
CONTAINING 0.178 acres or 7,747.50 square feet, more or less.**



2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE



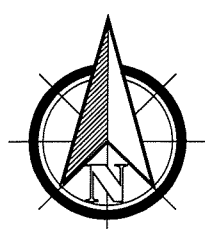
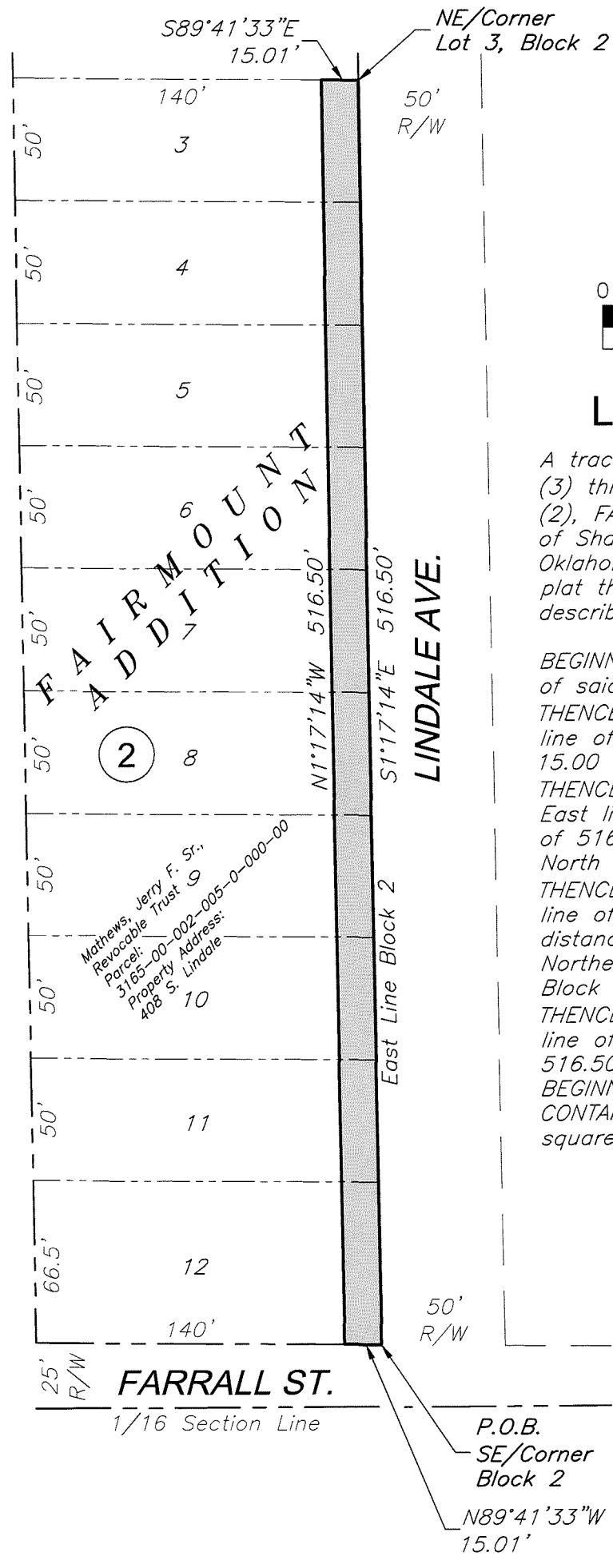
Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

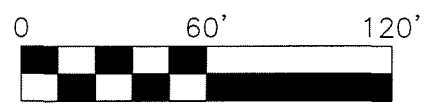
Before me, in and for said County and State, on this 5th day of June 2023, personally appeared Clay Nelson and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.


Patricia A. Christensen
Notary Public
Commission No. 04004038
My Commission Expires: 5.3.2024

Exhibit "A"



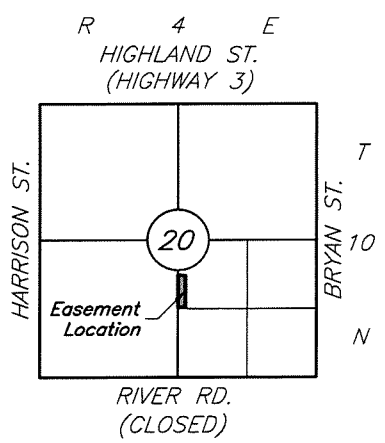
SCALE
1" = 60'



Legal Description

A tract of land located in Lots Three (3) through Twelve (12), Block Two (2), FAIRMOUNT ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

BEGINNING at the Southeast Corner of said Block 2, FAIRMOUNT ADDITION; THENCE N89°41'33"W, along the South line of said Block 2, a distance of 15.00 feet; THENCE N01°17'14"W, parallel with the East line of said Block 2, a distance of 516.50 feet to a point on the North line of said Lot 3, Block 2; THENCE S89°41'33"E, along the North line of said Lot 3, Block 2, a distance of 15.00 feet to the Northeast Corner of said Lot 3, Block 2; THENCE S01°17'14"E, along the East line of said Block 2, a distance of 516.50 feet, to the POINT OF BEGINNING, CONTAINING 0.178 acres or 7,747.50 square feet, more or less.



Location Map

Scale: 1" = 4000'

LANDES ENGINEERING

903 E. 35th Street * P.O. BOX 1032
SHAWNEE, OKLAHOMA 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 www.landesengineering.net

Client		Country Hollow Campground, LLC	
Project		Country Hollow Campground - Public Water Extension	
Sheet Title		Easement Exhibit A	
Design	rl	Check	rl
Drawn	pdl	Date	05/09/2023
		Sheet	1 of 1

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 12th day of May, 2023, by Sandra J. Clemence and Sandra S. Clemence, located at 1532 E. Farrall Street ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

Only that part of Out Lot Seven (7) Elliott's Addition to Shawnee, Oklahoma as shown by the recorded plat: Beginning at a point 105 feet East of the Southwest corner of said Out Lot 7, thence 300 feet North, thence 200 feet East, thence 300 feet South, thence 200 feet West to the point of beginning. Containing 1.38 acres, more or less.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A tract of land located in Out Lot Seven (7), ELLIOTT'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

**COMMENCING at the Southwest Corner of said Out Lot 7;
THENCE N89°42'38"E, along the South line of said Out Lot 7, a distance of 105.00 feet;
THENCE N01°17'14"W, parallel with the West line of said Out Lot 7, a distance of 15.00 feet to the POINT OF BEGINNING on the apparent North Right-of-way line of Farrall Street;
THENCE N01°17'14"W, parallel with the West line of said Out Lot 7, a distance of 15.00 feet;
THENCE N89°42'38"E, parallel with the South line of said Out Lot 7, a distance of 200.00 feet;
THENCE S01°17'14"E, parallel with the West line of said Out Lot 7, a distance of 15.00 feet to a point on the apparent North Right-of-way line of Farrall Street;
THENCE S89°42'38"W, along the apparent North Right-of-way line of Farrall Street, a distance of 200.00 feet, to the POINT OF BEGINNING,
CONTAINING 0.069 acres or 3,000.00 square feet, more or less.**

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.



CHC
P.O. Box 122
Tecumseh, OK 74873
Page 82 of 678

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE

Isabella Cramer

Mayor of the City of Shawnee

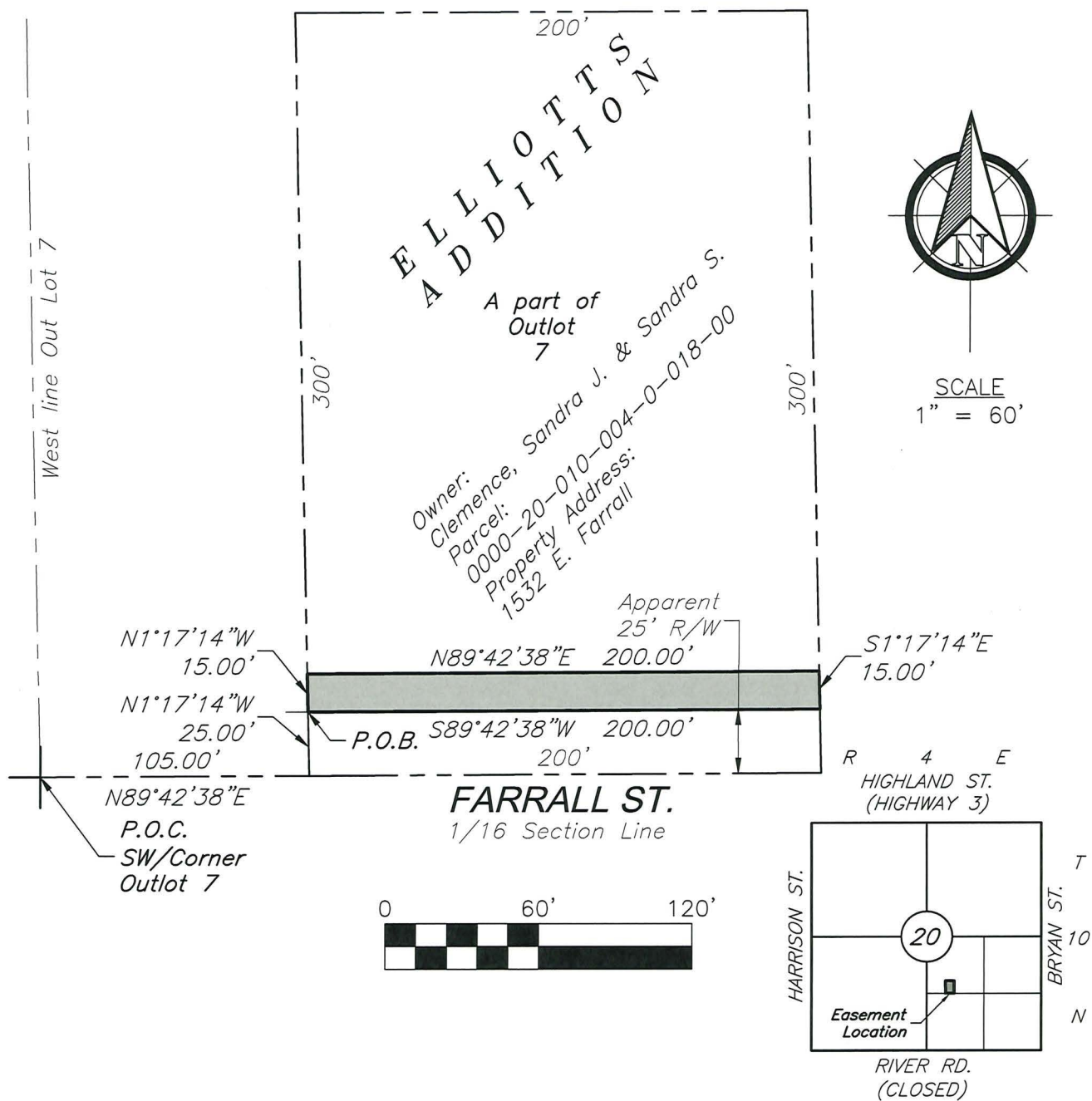
STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 12 day of Nov, 2023,
personally appeared Sandra Sue Clancy and _____ on behalf of the
City of Shawnee, known to be the identical persons who executed the within and foregoing
instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds
for the uses and purposes therein set forth.



Notary Public
Commission No. 14010179
My Commission Expires: 1-11-2026

Exhibit "A"



Location Map
Scale: 1" = 4000'

Legal Description

A tract of land located in Out Lot Seven (7), ELLIOTT'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

COMMENCING at the Southwest Corner of said Out Lot 7;
THENCE N89°42'38"E, along the South line of said Out Lot 7, a distance of 105.00 feet;
THENCE N01°17'14"W, parallel with the West line of said Out Lot 7, a distance of 15.00 feet to the POINT OF BEGINNING on the apparent North Right-of-way line of Farrall Street;
THENCE N01°17'14"W, parallel with the West line of said Out Lot 7, a distance of 15.00 feet;
THENCE N89°42'38"E, parallel with the South line of said Out Lot 7, a distance of 200.00 feet;
THENCE S01°17'14"E, parallel with the West line of said Out Lot 7, a distance of 15.00 feet to a point on the apparent North Right-of-way line of Farrall Street;
THENCE S89°42'38"W, along the apparent North Right-of-way line of Farrall Street, a distance of 200.00 feet, to the POINT OF BEGINNING,
CONTAINING 0.069 acres or 3,000.00 square feet, more or less.

LANDES ENGINEERING

903 E. 35th Street * P.O. BOX 1032
SHAWNEE, OKLAHOMA 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 www.landesengineering.net

Client		Country Hollow Campground, LLC	
Project		Country Hollow Campground - Public Water Extension	
Sheet Title		Easement Exhibit A	
Design	rll	Check	rll
Drawn	pdl	Date	05/09/2023
		Sheet	1 of 1

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 28 day of June, 2023, by Property and Houses, LLC, located at 1530 E. Farrall Street ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A tract of land in Out Lot 7 of ELLIOTT'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, described as beginning at a point 105 feet East of the Southwest Corner of said Out Lot 7, and running thence West 105 feet; thence North 660 feet; thence East 105 feet; thence South 660 feet to the point of beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

**A tract of land located in Out Lot Seven (7), ELLIOTT'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:
COMMENCING at the Southwest Corner of said Out Lot 7;
THENCE N01°17'14"W, along the West line of said Out Lot 7, a distance of 25.00 feet to the POINT OF BEGINNING on the apparent North Right-of-way line of Farrall Street;
THENCE N01°17'14"W, along the West line of said Out Lot 7, a distance of 15.00 feet;
THENCE N89°42'38"E, parallel with the South line of said Out Lot 7, a distance of 105.00 feet;
THENCE S01°17'14"E, a distance of 15.00 feet to a point on the apparent North Right-of-way line of Farrall Street;
THENCE N89°42'38"W, along the apparent North Right-of-way line of Farrall Street, a distance of 105.00 feet, to the POINT OF BEGINNING,
CONTAINING 0.036 acres or 1,575.00 square feet, more or less.**

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.



4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

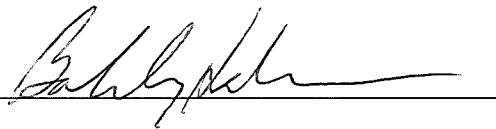
6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE



Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 28 day of June, 2023, personally appeared Bobby Holmes and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.

Patricia A. Christensen
Notary Public
Commission No. 04004038
My Commission Expires: 5/28/2024

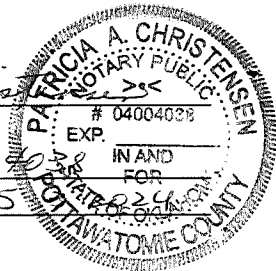
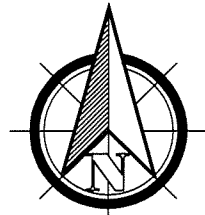
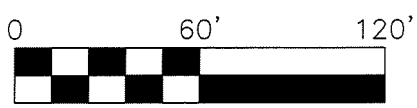


Exhibit "A"



SCALE
1" = 60'



Legal Description

A tract of land located in Out Lot Seven (7), ELLIOTT'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

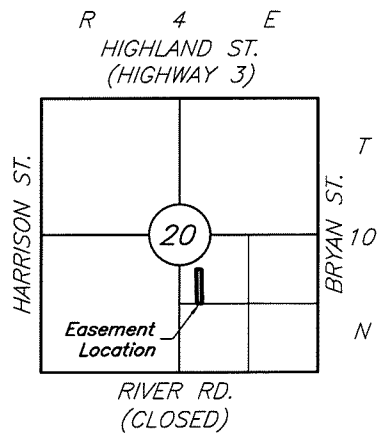
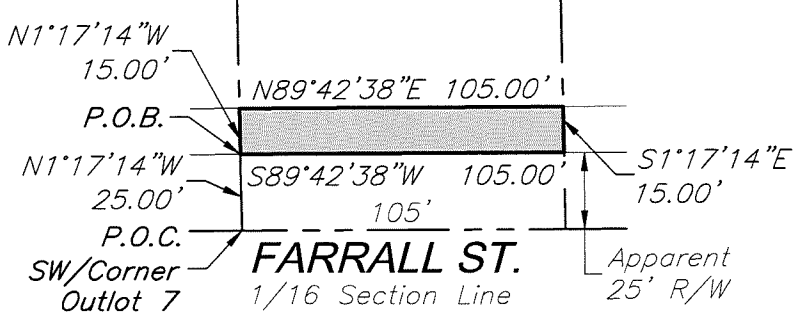
COMMENCING at the Southwest Corner of said Out Lot 7;
THENCE N01°17'14"W, along the West line of said Out Lot 7, a distance of 25.00 feet to the POINT OF BEGINNING on the apparent North Right-of-way line of Farrall Street;
THENCE N01°17'14"W, along the West line of said Out Lot 7, a distance of 15.00 feet;
THENCE N89°42'38"E, parallel with the South line of said Out Lot 7, a distance of 105.00 feet;
THENCE S01°17'14"E, a distance of 15.00 feet to a point on the apparent North Right-of-way line of Farrall Street;
THENCE N89°42'38"W, along the apparent North Right-of-way line of Farrall Street, a distance of 105.00 feet, to the POINT OF BEGINNING,
CONTAINING 0.036 acres or 1,575.00 square feet, more or less.

ELLIOTT'S
ADDITION

A part of
Outlot
7

Owner:
Property and Houses, LLC
Parcel:
3150-00-007-001-0-000-00
Property Address:
1530 E. Farrall

West line Out Lot 7



Location Map

Scale: 1" = 4000'

LANDES ENGINEERING

903 E. 35th Street * P.O. BOX 1032
SHAWNEE, OKLAHOMA 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 www.landesengineering.net

Client		Country Hollow Campground, LLC	
Project		Country Hollow Campground - Public Water Extension	
Sheet Title		Easement Exhibit A	
Design	rll	Check	rll
Drawn	pdl	Date	05/09/2023
		Sheet	1 of 1

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 16th day of May, 2023, by Alan V. Houk, located at 1600 E Farrall Street ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

Elliott's Outlot 6 less 116'x375.5' in NE/C

and

Elliott's all Outlot 7 Blk 7 except 105'x660' in SW/C & less 1.38 ac Rec. 2005-18535

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A tract of land located in Out Lot Seven (7) and Out Lot Six (6), ELLIOTT'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

COMMENCING at the Southwest Corner of said Out Lot 7;

THENCE N89°42'38"E, along the South line of said Out Lot 7 and Out Lot 6, a distance of 325.00 feet to the POINT OF BEGINNING;

THENCE N01°17'14"W, parallel the West line of said Out Lot 7, a distance of 25.00 feet to a point on the apparent North Right-of-way line of Farrall Street;

THENCE S89°42'38"W, parallel with the South line of said Out Lot 7 and Out Lot 6, a distance of 20.00 feet;

THENCE N01°17'14"W, parallel with the West line of said Out Lot 7, a distance of 15.00 feet;

THENCE N89°42'38"E, parallel with the South line of said Out Lot 7 and Out Lot 6 a distance of 35.00 feet;

THENCE S01°17'14"E, parallel with the West line of said Out Lot 7, a distance of 40.00 feet to a point on the South line of said Out Lot 6;

THENCE S89°42'38"W, along the South line of said Out Lot 6, a distance of 15.00 feet to the POINT OF BEGINNING,

CONTAINING 0.020 acres or 900.00 square feet, more or less.



2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE

Alan V. Hawk

Mayor of the City of Shawnee

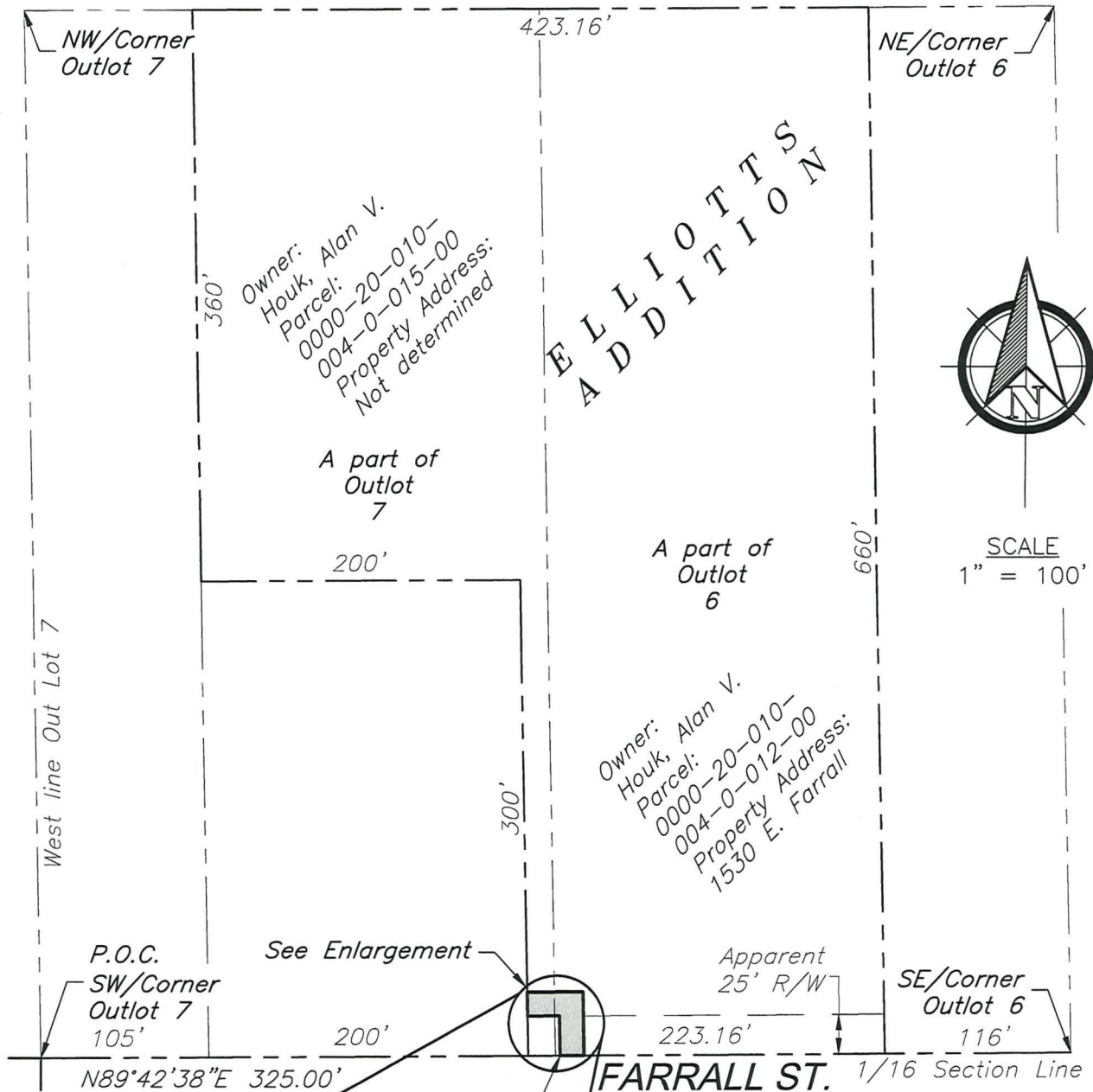
STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 16th day of May, 2023, personally appeared Alan V Hawk and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.

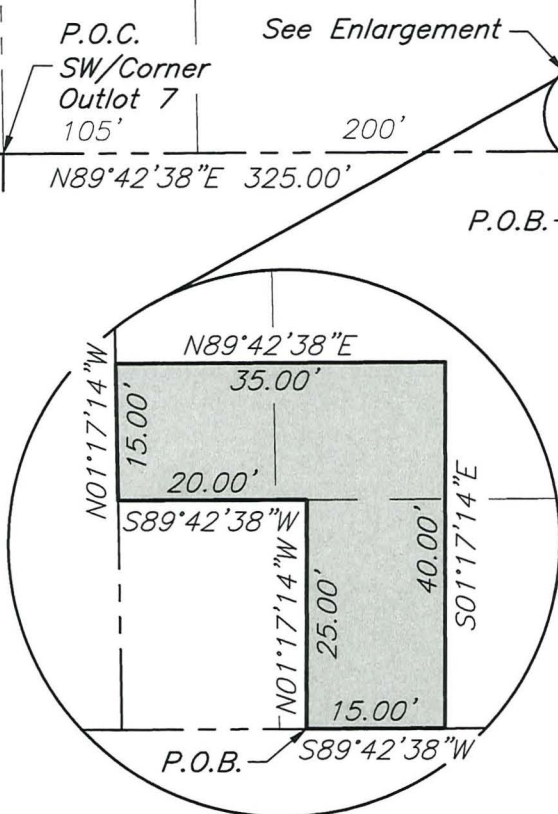


Notary Public
Commission No. 14010179
My Commission Expires: 11-11-2026

Exhibit "A"

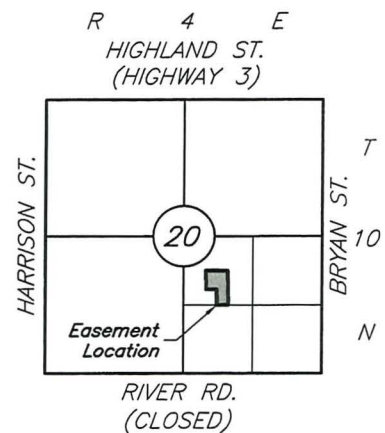
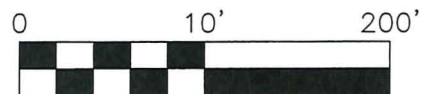


SCALE
1" = 100'



Enlargement

Scale: 1" = 20'



Location Map

Scale: 1" = 4000'

See page 2 for Legal Description.

LANDES ENGINEERING

903 E. 35th Street * P.O. BOX 1032
SHAWNEE, OKLAHOMA 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 www.landesengineering.net

Client		Country Hollow Campground, LLC	
Project		Country Hollow Campground - Public Water Extension	
Sheet Title		Easement Exhibit A	
Design	rll	Check	rll
Drawn	pdl	Date	05/09/2023
		Sheet	1 of 2

Legal Description

A tract of land located in Out Lot Seven (7) and Out Lot Six (6), ELLIOTT'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, more particularly described as:

COMMENCING at the Southwest Corner of said Out Lot 7;
THENCE N89°42'38"E, along the South line of said Out Lot 7 and Out Lot 6, a distance of 325.00 feet to the POINT OF BEGINNING;
THENCE N01°17'14"W, parallel the West line of said Out Lot 7, a distance of 25.00 feet to a point on the apparent North Right-of-way line of Farrall Street;
THENCE S89°42'38"W, parallel with the South line of said Out Lot 7 and Out Lot 6, a distance of 20.00 feet;
THENCE N01°17'14"W, parallel with the West line of said Out Lot 7, a distance of 15.00 feet;
THENCE N89°42'38"E, parallel with the South line of said Out Lot 7 and Out Lot 6 a distance of 35.00 feet;
THENCE S01°17'14"E, parallel with the West line of said Out Lot 7, a distance of 40.00 feet to a point on the South line of said Out Lot 6;
THENCE S89°42'38"W, along the South line of said Out Lot 6, a distance of 15.00 feet to the POINT OF BEGINNING,
CONTAINING 0.020 acres or 900.00 square feet, more or less.

LANDES ENGINEERING
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(405) 275-5388 * Fax (405) 275-9047
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Client		Country Hollow Campground, LLC	
Project		Country Hollow Campground - Public Water Extension	
Sheet Title		Easement Exhibit A	
Design	ril	Check	ril
Drawn	pdl	Date	05/09/2023
		Sheet	2 of 2

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 11th day of August, 2023, by Country Hollow Campground, LLC, located at 1703 E. Farrall Street ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

The East Half of the Southwest Quarter of the Southeast Quarter (E/2 SW/4 SE/4) of Section Twenty (20), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A tract of land located in the East Half of the Southwest Quarter of the Southeast Quarter (E/2 SW/4 SE/4) of Section Twenty (20), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as:

**COMMENCING at the Northwest Corner of said E/2 SW/4 SE/4;
THENCE N89°42'38"E, along the North line of said E/2 SW/4 SE/4, a distance of 17.46 feet;
THENCE S00°00'10"E a distance of 25.00 feet to the POINT OF BEGINNING;
THENCE N89°42'38"E, parallel to the North line of said E/2 SW/4 SE/4, a distance of 15.00 feet;
THENCE S00°00'10"E a distance of 18.00 feet;
THENCE S89°42'38"W, parallel to the North line of said E/2 SW/4 SE/4, a distance of 15.00 feet;
THENCE N00°00'10"W a distance of 18.00 feet to the POINT OF BEGINNING,
CONTAINING 0.006 acres or 270.00 square feet, more or less.**

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE



Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 11 day of August 2023 personally appeared Jake Tiffin and on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.

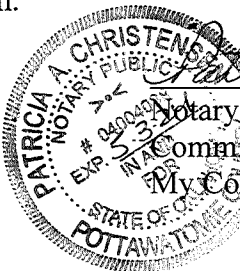
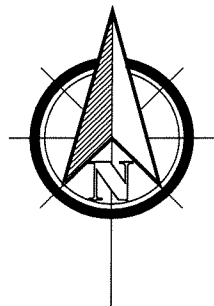
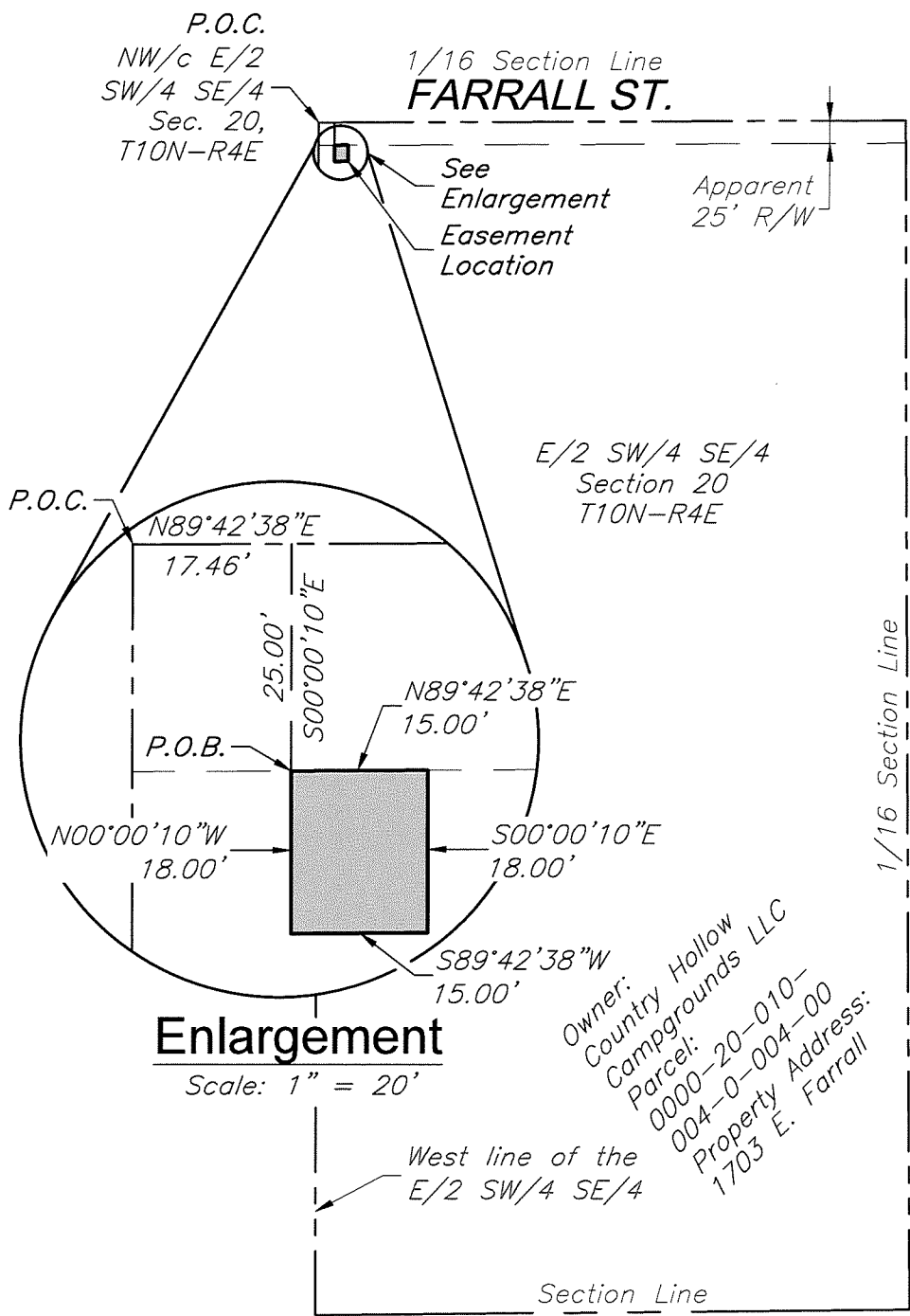
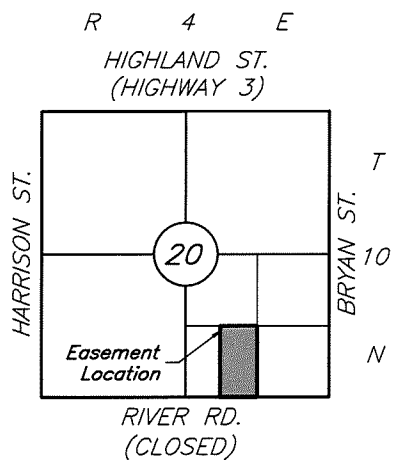

Patricia A. Christensen
Notary Public
Commission No. 04004038
My Commission Expires: 5-3-2024

Exhibit "A"



SCALE
1" = 200'



Legal Description

A tract of land located in the East Half of the Southwest Quarter of the Southeast Quarter (E/2 SW/4 SE/4) of Section Twenty (20), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as:

COMMENCING at the Northwest Corner of said E/2 SW/4 SE/4;
THENCE N89°42'38"E, along the North line of said E/2 SW/4 SE/4, a distance of 17.46 feet;
THENCE S00°00'10"E a distance of 25.00 feet to the POINT OF BEGINNING;
THENCE N89°42'38"E, parallel to the North line of said E/2 SW/4 SE/4, a distance of 15.00 feet;
THENCE S00°00'10"E a distance of 18.00 feet;
THENCE S89°42'38"W, parallel to the North line of said E/2 SW/4 SE/4, a distance of 15.00 feet;
THENCE N00°00'10"W a distance of 18.00 feet to the POINT OF BEGINNING,
CONTAINING 0.006 acres or 270.00 square feet, more or less.

LANDES ENGINEERING

903 E. 35th Street * P.O. BOX 1032
SHAWNEE, OKLAHOMA 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 www.landesengineering.net

Client		Country Hollow Campground, LLC	
Project		Country Hollow Campground - Public Water Extension	
Sheet Title		Easement Exhibit A	
Design	rll	Check	rll
Drawn	pdl	Date	05/09/2023
		Sheet	1 of 1

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: RE: [EXTERNAL EMAIL]Re: SURA Resignation
Date: Thursday, August 17, 2023 8:06:52 AM

From: Tosha Tanquary
Sent: Wednesday, August 2, 2023 2:07 PM
To: Jill Nichols
Subject: [EXTERNAL EMAIL]Re: SURA Resignation

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

I am reigning my position from the board and as vice President chair on SURA, Shawnee Urban Renewal Authority as of August 2, 2023.

Thank you.

Tosha Tanqaury

Sent from my iPhone

On Aug 2, 2023, at 12:34 PM, Jill Nichols wrote:

Hi, Tosha.

Would you please send me your resignation in writing? I'd appreciate it.

Thank you!

J. Jill Nichols
CDBG Program Manager
Shawnee Urban Renewal Authority
City of Shawnee
16 W. 9th Street
Shawnee, OK 74801
(405) 273-1276
www.shawneeok.org



RECEIVED

JUL 19 2023

CITY CLERK

APPLICATION TO SERVE

Boards, Committees and Commissions



Appointment



Reappointment – Partial/First/Second Term

Name: <u>Barry Fogerty</u>	Application Date: <u>7/17/23</u>
Address: <u>12 Oak Hollow Road, Shawnee</u>	Date of Birth: <u>1/10/1946</u>
Mailing Address: <u>12 Oak Hollow Road, Shawnee</u>	
Daytime Phone: <u>405-642-0804</u>	Fax: _____ Email: <u>bfogerty@sbcglobal.net</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

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? 43

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

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

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

Help seniors

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?

Want to make it better for seniors

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

List education, including degree(s) earned:

High School, Diploma Brooks Institute of Photography, 40 hours 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?

Yes. Airport Advisory Board. 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
Larry Danko	Friend	405 932 5103
Ken Green	Friend	405 640 9152
Butch Lutomski	Friend	405 361 0719

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 Barry L. Longley

Date 7/17/23

Revised April 25, 2022



RECEIVED
JUL 21 2023
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Pamela Pensoneau</u>	Application Date: <u>7/19/2023</u>
Address: <u>2 Concord Blvd</u>	Date of Birth: <u>8/18/1958</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>(405) 273-9986</u> Fax: _____	Email: <u>pam.pensoneau@gmail.com</u>
Profession: <u>Licensed Clinical Social Worker</u>	
Business Name: <u>Community Pathways Unltd, Inc</u>	
Business Address: <u>4045 NW 64th St., Suite 520</u>	
Business Phone: <u>(405) 842-4911</u> Fax: <u>(405) 842-5807</u>	Email: <u>cblackburne@communitypathwaysunlimited.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? 30

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

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

Revised April 25, 2022

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

I am currently working part-time and would like to become more involved in my community.

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 am a patient and reasonable person, and work well with others (even those I may disagree with).

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

Oklahoma Medical Reserve Corps

List education, including degree(s) earned:

Master of Social Work, Bachelor of social Work

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

No but I was a school board member for NRC school for over 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
Darla Romine	friend / coworker	(405) 245-9158
Andrea Ellis-Harrison	friend / coworker	(405) 716-1465
Candi Hurley	friend / coworker	(405) 207-8792

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 Pamela Pensoneau

Date 7/19/2023

Revised April 25, 2022

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

Revised April 25, 2022



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Daniel Jordan</u>	Application Date: <u>8-4-23</u>
Address: <u>1130 E. Independence #304</u>	Date of Birth: <u>9-21-50</u>
Mailing Address: <u>1130 E. Ind. #304</u>	
Daytime Phone: <u>405-962-8479</u>	Fax: <u>NA</u> Email: <u>NA</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

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? 72

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

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

Revised April 25, 2022

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

Because I am a Shawnee H.A. Resident

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 worked for the Housing Authority for many years & now live in the tower.

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

NO

List education, including degree(s) earned:

High School

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

No

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

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

Have you ever declared personal or business bankruptcy? yes

If so, please explain:

1990's

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Roz Booze</u>	<u>Friend</u>	<u>405.395.9802</u>
<u>Harper L. Arms</u>	<u>Friend / Past Coworker</u>	<u>405.788.6622</u>
<u>Diane Adams</u>	<u>" "</u>	<u>405.275.6330</u>

PLEASE READ CAREFULLY:

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

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

Signature X Danny Jordan

Date 8/4/23

Revised April 25, 2022

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

Revised April 25, 2022



Proclamation

“National Suicide Prevention Month”

Whereas, Oklahoma recognizes suicide as a national and statewide public health crisis, and suicide prevention as a national and statewide responsibility; and

Whereas, it is estimated by the Centers for Disease Control and Prevention (CDC) that in 2021, 48,183 people committed suicide, and suicide rates have increased by 32% between 2001 and 2021; and

Whereas, suicide is the 11th leading cause of death in the United States and is the 2nd leading cause for death for people aged 10 to 34 years of age; and

Whereas, for 2021, the CDC reported that 877 people died by suicide in Oklahoma, and the statewide rate of suicides is almost 57% higher than the nationwide average; and

Whereas, more than 90% of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition has not been recognized or treated; and

Whereas, the Oklahoma Department of Mental Health and Substance Abuse Services believes that Oklahomans deserve to have mental health and addiction services within reach through the evidence-based Crisis Response Continuum - meeting people where they are and when they need it most; and

Whereas, the 988 Suicide & Crisis Lifeline provides an easy-to-remember, around-the-clock helpline number, staffed by trained mental health professionals who answer calls of those experiencing a mental health crisis; and

Whereas, the 988 Suicide & Crisis Lifeline supports Oklahomans who are experiencing a mental health crisis, offering help through text messages and phone calls, mobile crisis teams, urgent care and crisis centers, and through follow-up appointments.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the month of September 2023, to be

“National Suicide Prevention Month”

In the City of Shawnee, Oklahoma
Dated this 21st day of August, 2023

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk



Shawnee Twin Lake #1 Briefing

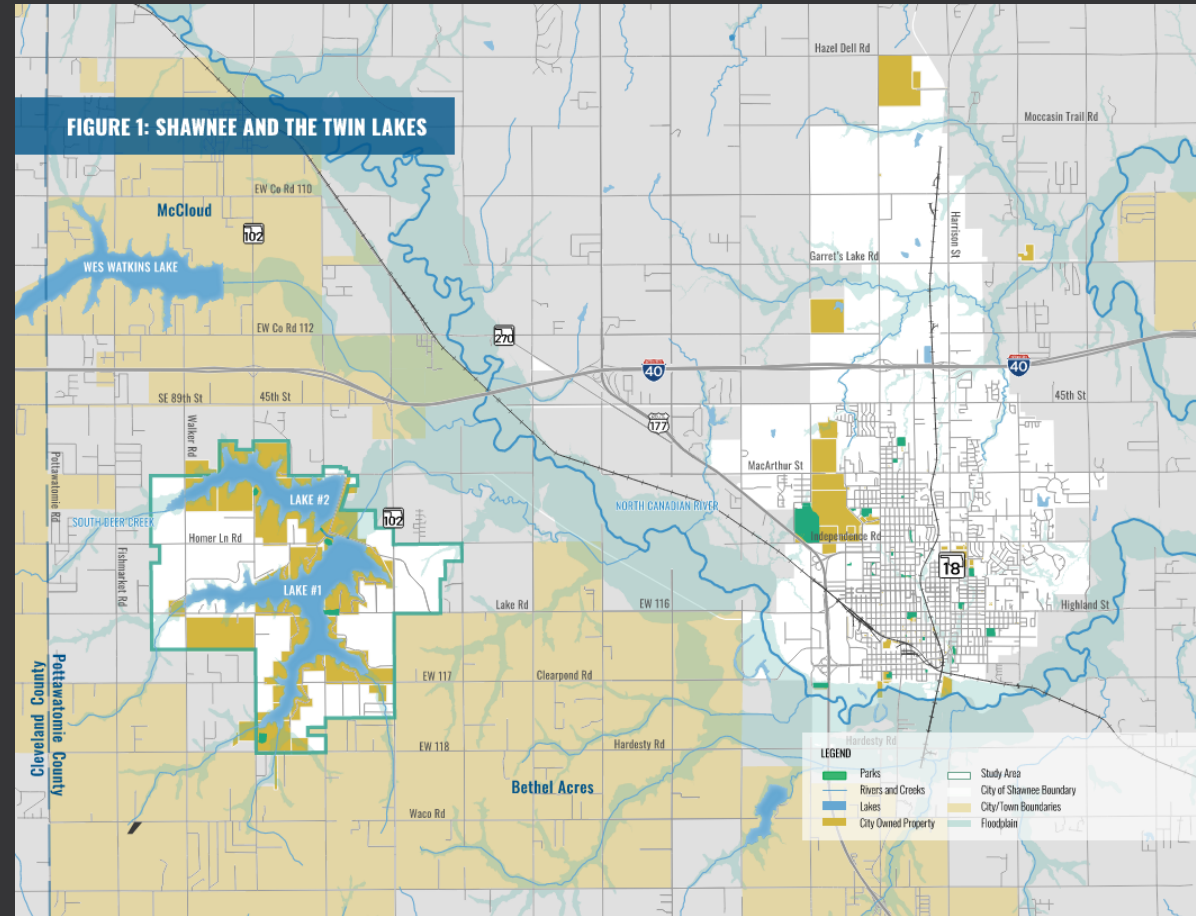
August 21, 2023

Seth Barkhimer, PE, Director of Engineering



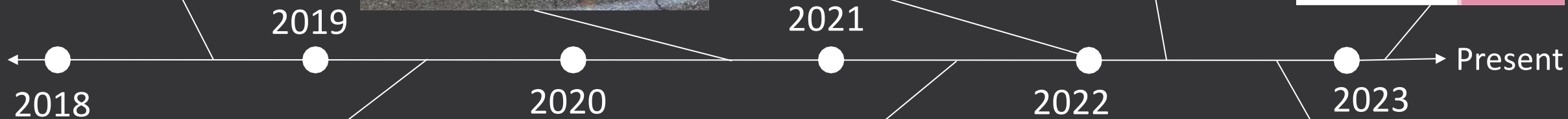
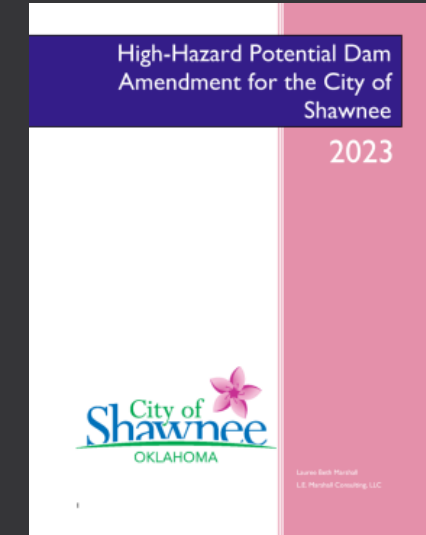
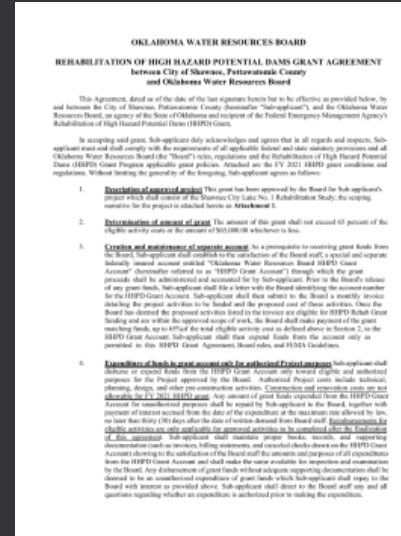
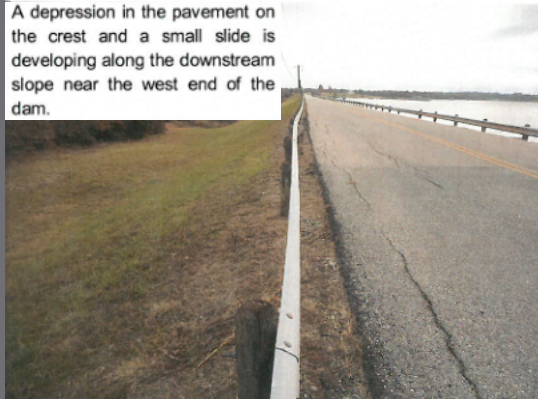
Continuous Monitoring

- Lake Dams are evaluated annually by staff and 3rd party consultant
- Inspection reports are submitted annually to the Oklahoma Water Resources Board (OWRB)



Recent Timeline

A depression in the pavement on the crest and a small slide is developing along the downstream slope near the west end of the dam.



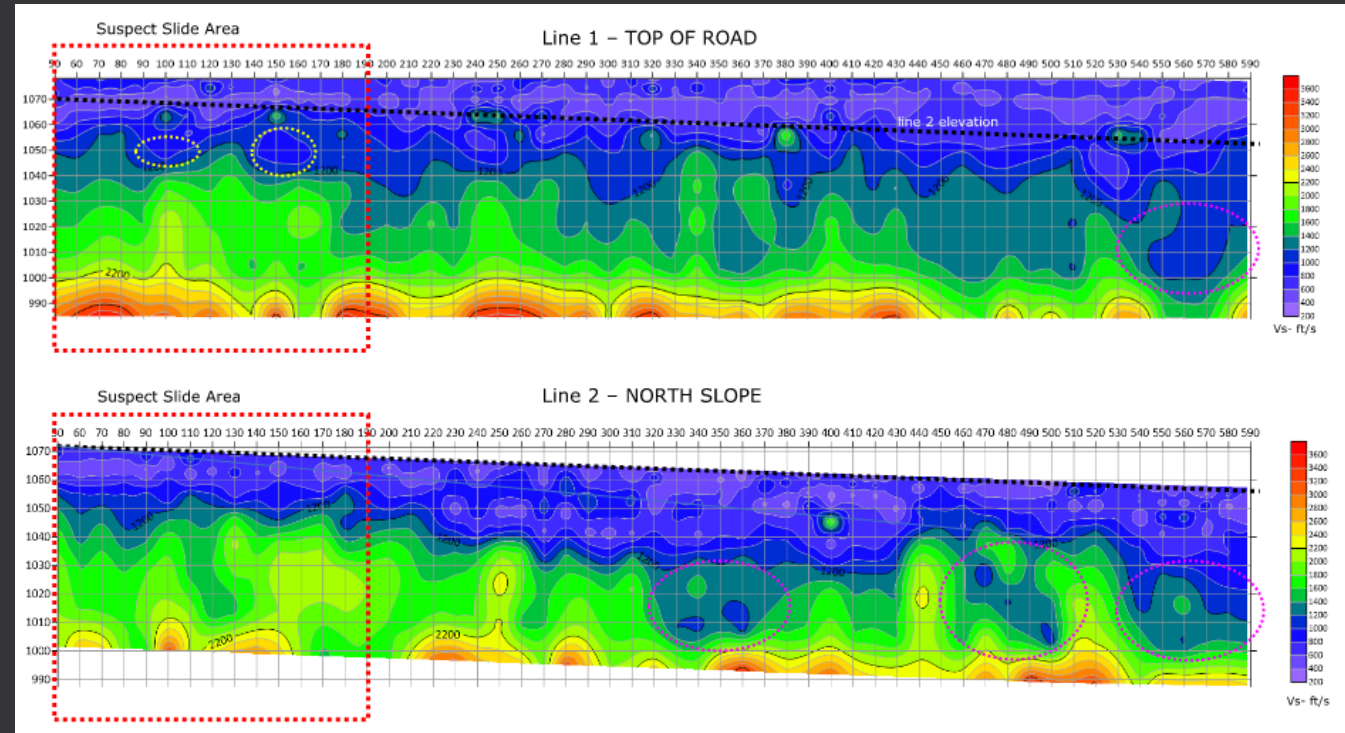
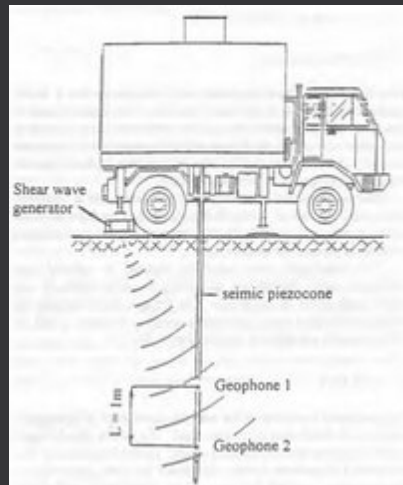
A slippage crack has developed in the upstream slope resulting in a depressed section about midway along the length of the dam.

We recommend addressing this area before the depression and crack develop further into a progressive slide that can weaken the dam and impact the road along the crest. A more in-depth geotechnical investigation may be warranted to develop a long-term solution to this issue.



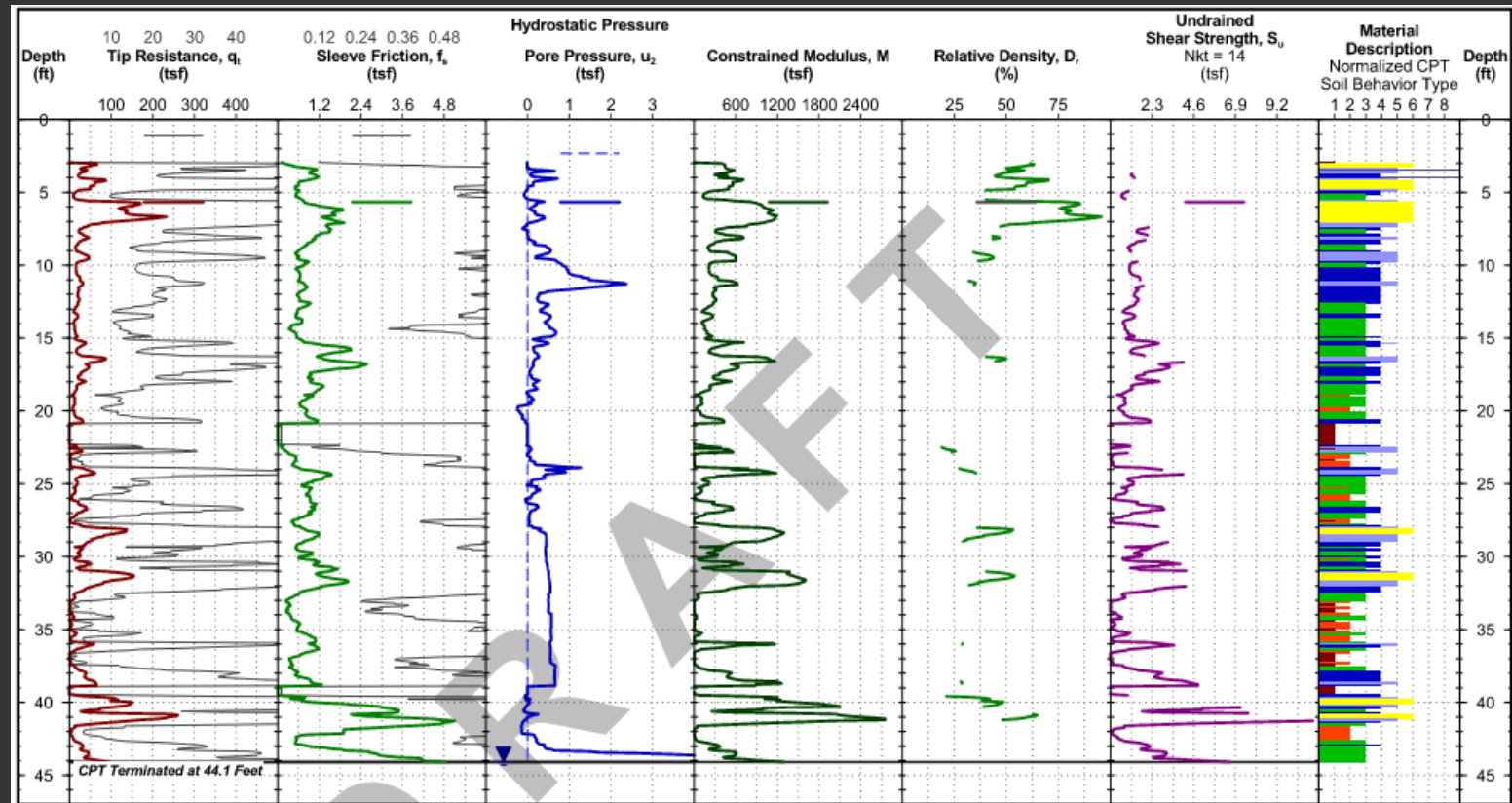
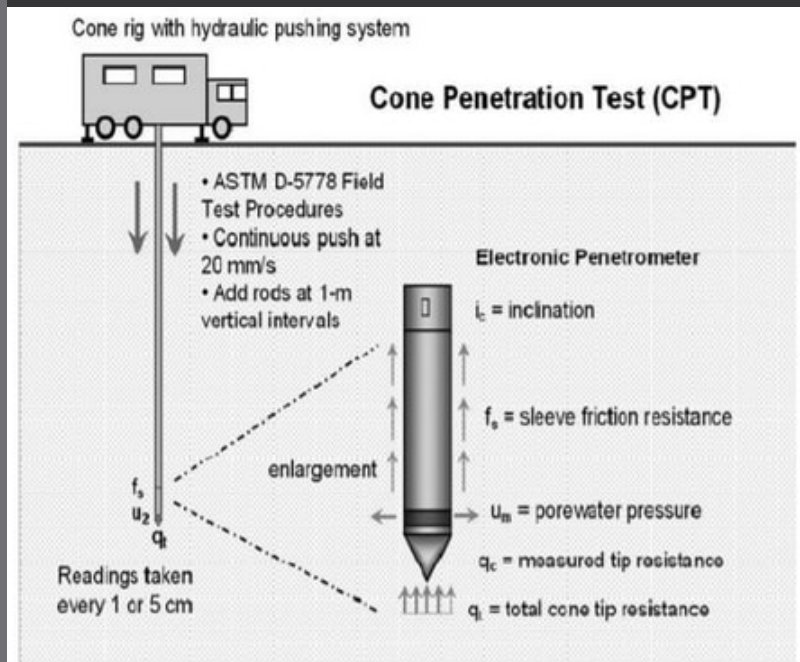
Terracon's initial Findings

Shear Wave Velocity



Terracon's initial Findings (cont.)

Cone Penetration Test Results for B-1



Terracon's initial Findings (cont.)

Crumb Test Results B-2



2 Minutes



1 Hour



6 Hours

After 6 hours soil is classified as “Highly Dispersive”

Next Steps

Immediate

- Additional field exploration & testing of entire dam length
- Near Infrared and Thermal imaging of downstream slope
- Partial draw down of Lake as a pre-cautionary measure
- Familiarize key leaders with Emergency Action Plan

Short-term

- Fix the Dam - Design solution and undertake construction

City Commission Questions



For more info see
<https://www.shawneeok.org/dams>



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

Date: August 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an agreement between the City of Shawnee and Terracon Consultants, Inc. for Geotechnical Engineering Services.

Background: On January 3, 2023, the City of Shawnee retained the services of Terracon Consultants, Inc. for the purpose of undertaking a geo-technical investigation of the dam at the Shawnee Twin Lake 1. The original scope of services included drilling, laboratory testing, and an engineering report, for a total fee of \$44,650, which was in part paid for through a High Hazard Potential Dam (HHPD) grant, awarded to the City of Shawnee by the Oklahoma Water Resources Board (OWRB).

The field investigation was recently completed, and it focused on the western most 400-foot section of the dam, where a roadway dip and associated slippage crack have occurred. Based on the investigation's findings, OWRB recommended, and the City concurs, that the entire length of the 2,570-foot dam should be tested to provide the necessary information for the design of the needed repairs and rehabilitation.

Terracon Consultants, Inc. has developed a related scope of services for a total fee of \$164,200. City staff has reviewed the proposal and requests the City Commission's approval of an agreement with the firm.

Financial Impact: \$164,200, Shawnee Municipal Authority, Water System Capital Improvement Fund, Capital Outlay - Equipment, 502-5-1020-54500

Attachments: Terracon Proposal

Staff Recommendation: Approval of the item



4701 North Stiles Avenue
Oklahoma City, OK 73105
P (405) 525-0453
Terracon.com

August 15, 2023

City of Shawnee
222 N Broadway Ave
Shawnee, Oklahoma 74801

Attn: Seth Barkhimer, P.E.
P: (405) 878.1760
E: Seth.Barkhimer@shawneeok.org

RE: Proposal for Additional Geotechnical Engineering Services
Shawnee Lake No. 1 Dam Investigation
Shawnee Lake
Shawnee, Oklahoma
Terracon Proposal No. P03225116 Phase II Revision No. 1

Dear Mr. Barkhimer:

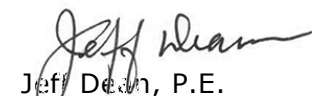
We appreciate the opportunity to submit this proposal to City of Shawnee to provide Additional Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached.

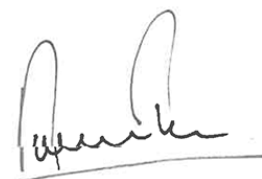
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

Our base fee to perform the Scope of Services described in this proposal is \$164,200 Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Notice to Proceed and refers to the previously issued Agreement for Services in our Proposal No. P03225116 (May 13, 2022).

Sincerely,
Terracon


Jeff Dean, P.E.
Senior Engineer


Norman Tan, P.E.
Geotechnical Department Manager

Proposal for Additional Geotechnical Engineering Services

Shawnee Lake No. 1 Dam Investigation | Shawnee, Oklahoma

August 15, 2023 | Terracon Proposal No. P03225116 Phase II Revision No. 1



NOTICE TO PROCEED

By: _____
(Signature)

For: _____
City of Shawnee

Date: _____

Exhibit A – Project Understanding

Our investigation will be to evaluate the stability of the entire Shawnee Lake No. 1 dam and provide geotechnical recommendations for the dam rehabilitation as needed. This proposal outlines our understanding of the project and scope of services and provides a not to exceed fee for our services.

Site Location and Project Description

Item	Description
Location	Shawnee Lake No. 1 located approximately 8.5 miles west of the City of Shawnee, Oklahoma.
Existing Topography	Slope downward from south to north. Grassy vegetation on the downstream slope of the dam.
Structures	The dam ranges in height from approximately 10 feet to over 35 feet. Annual inspections of the dam have noted the development of cracks in the pavement along the crest near the west end of the dam. Continued movement in the slope has become apparent due to a depression that has developed in the pavement. Cone Penetration Tests, CPT, conducted during the Phase I investigation indicate the presence of voids within the dam profile near the slide.
Concerns	Stability of the dam.

Should any of the above information or assumptions be inconsistent with the planned evaluation, please let us know so that any modification may be made to this proposal.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The services to be provided by Terracon are summarized in the following paragraphs.

For **Phase II** of this project, as requested by Representatives of the City of Shawnee, we will include a total of twelve (12) additional borings to be drilled. These borings will be drilled at spacings of approximately 350 feet along the crest and along the downstream toe, beginning from where the Phase I borings ended near the west end of the dam. We estimate the final depths of the borings along the crest of the dam to average about 80 feet and depths of the borings along the toe to be about 65 feet.

Sampling will be in general accordance with industry procedures wherein Shelby tube samples and/or split-barrel samples are obtained. Four samples will be obtained within the upper ten feet of each boring and at intervals of five feet thereafter or wherever there is a change in soil type. In addition, we will observe and record groundwater levels during and immediately after drilling. Groundwater levels will also be measured approximately 24 hours after drilling has been completed. Soil samples will be collected and classified in the field and then be transported to our laboratory in appropriate sample containers for further testing.

We will supplement these borings with Seismic Cone Penetration Test, SCPTu, soundings, one adjacent to each boring, to develop a continuous profile of the soil properties in terms of shear strength and compressibility.

We will also conduct a geophysical investigation consisting of shear wave testing to evaluate the depth of bedrock consistency and the shear wave characteristics of soil and rock. In addition, we will have a subcontract imagery service fly the site to acquire NIR infrared data of the dam structure to assist in delineating seepage along the downstream face of the dam.

We understand that Belcher Road across Lake Dam No 1 will be closed to traffic while we are working and therefore traffic control services will not be required to perform the borings, the CPT soundings along the crest, and the geophysical investigation.

Conditions/Items to be provided by the Client - Items to be provided by the Client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact the State One call Service (OKIE) for location of utilities in public easements. Location of private lines on the property is not part of the OKIE or Terracon scope. All private lines should be marked by others prior to commencement of drilling. Terracon will take reasonable efforts to reduce damage to the

property, such as rutting of the ground surface. However, it should be understood that in the normal course of our work some disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based upon the site being accessible to our all-terrain drilling equipment and Terracon providing layout of the boring locations. We anticipate accessing the boring locations along the toe of the dam by entering from the east end of the dam. Our proposal does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing landscape or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fees, if necessary.

After the boreholes are completed, they will be grouted full depth with bentonite. Excess auger cuttings will be disposed of on the site.

Laboratory Testing

The soil samples collected will be tested in our laboratory to determine the physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, Atterberg Limits, grain size analysis, hydrometer tests, soil dispersion tests, and triaxial shear tests, as appropriate.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Oklahoma. Based upon the results of our evaluation, an engineering report will be prepared that details the results of the exploration and testing performed, and include the following:

- Boring location plan
- Computer generated boring logs with soil stratification based upon visual soil classification
- Subsurface exploration procedures
- Summarized laboratory data
- Groundwater levels observed during and 24 hours after completion of drilling.
- An evaluation of potential voids within the dam and evaluation of seepage along the downstream face of the dam
- Stability evaluation
- Recommendations for rehabilitation
- Evaluation of soil dispersive characteristics and the susceptibility of soils to piping
- Suitability of on-site soils for any proposed borrow
- Subgrade preparation and earthwork recommendations

Exhibit C - Compensation and Project Schedule

Compensation

For the scope of geotechnical services outlined in this fee proposal that includes drilling, laboratory testing, and an engineering report, a **not to exceed fee** would be **\$164,200**. This price is based upon performing only the scope of drilling and type of laboratory tests listed above.

Itemization of this **not to exceed** fee is as follows:

Drilling, Geophysical Survey, Lab Testing, and Analysis	\$	114,200
Seismic Cone Testing, SCPTu,	\$	38,500
NIR Drone Flight	\$	<u>11,500</u>
Total	\$	164,200

Should the results of this Phase II investigation require additional work, we will discuss this with your team before proceeding further.

For the Phase I of this project, the contract was	\$	44,650
Of this contract, we have invoiced	\$	30,000
Since our invoice, we currently have booked an additional	\$	4,360
This leaves a Phase I contract balance of	\$	10,290

We can apply this balance to this Phase II proposal to continue with our investigation of the dam.

Unless instructed otherwise, the invoice will be sent to your attention at the above listed address. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement form.

Project Schedule

We can generally begin the field exploration program within about one to two weeks after receipt of our authorization to proceed, if site and weather conditions permit. We estimate the field work will take approximately 3 weeks and the final geotechnical report can be completed within about three to four weeks after the laboratory tests are completed. In situations where needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.



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

Date: August 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a proposal with Elevation Land Surveying to provide Professional Survey Services at Shawnee Twin Lake No. 1.

Background: The City owns and operates the Shawnee Twin Lakes. Lakes 1 and 2 were constructed in 1935 and 1960, respectively. In 2021, the City Commission approved a contract with Elevation Land Surveying for the overall plat and boundary of Lake 1. With Lake 1's external boundary now established, City staff would like to begin the process of replatting a portion of the Lake 1 plat into lots and blocks; in addition, rights-of-way, access easements, and utility easements will also be established and dedicated as part of the plat.

The initial replat will encompass the Damron, Seck, and Belcher lake lot areas. Once complete, the plat will establish individual lake lots in these areas that are recreatable and stakeable in the field.

The proposed contract scope is summarized below:

- Research and determine existing lease boundaries within Damron, Seck, and Belcher areas.
- Collect topographic elevation data along the lake side of each lot in order to locate the lake side lot line/lease boundary.
- Set a survey monument at all newly surveyed lot corners.
- Complete any access or utility easements and rights-of-way as needed within the above referenced lease areas at the county clerk's office.
- Prepare a replat of the Final Plat of Shawnee Twin Lakes - Lake No. 1.

This effort will be the first of multiple survey phases, which will progress through the lake lease lot areas.

Financial Impact: \$77,000.00; funding through Other professional services, 301-5-0810-53190

Attachments: Proposal

Staff Recommendation: Award of the Contract

Elevation Land Surveying, LLC proposes to provide professional survey services to the City of Shawnee (Client). The following is our understanding of the project and scope of our survey services associated with the City of Shawnee property located around the Shawnee Twin Lakes, Lake #1 in Pottawatomie County, Oklahoma.

SURVEY SCOPE:

Replat a portion (shown on Exhibit “A”) of the Final Plat of Shawnee Twin Lakes – Lake No. 1 into lots and blocks. Each block will represent the different lease areas and each lot will represent a lease. The lease areas included in this phase are Darmon, Seck and Belcher. In addition to creating the lots and blocks - right-of-way, access easements, and utility easements will be established and dedicated as part of the plat.

- Research and determine the existing lease boundaries within the above referenced lease areas.
 - Plot existing lease documents/sketches provided by the City of Shawnee.
 - Locate physical features in the field as needed to determine current lease boundaries.
 - Collect topographic elevation data along the lake side of each lot in order to locate the lake side lot line/lease boundary.
 - Note: The requirements for the lake side boundary are to be specified by Client.
 - Set a survey monument at all newly created lot corners.
- Complete an easement and right-of-way document search within the above referenced lease areas at the county clerk’s office.
- Research and establish new right-of-way, access easements, and utility easements as needed within the above referenced lease areas to be dedicated as a part of the Plat.
 - Locate existing roads, drives, and utilities as needed to determine the extents of the new right-of-way, access easements, and utility easements.
 - Note: The extents and widths of the new right-of-way, access easements, and utility easements are to be specified by Client.
 - Set a survey monument at all newly created right-of-way corners.
- Research and establish any other areas within the above referenced lease areas that need to be dedicated as a part of the Plat. These areas are to be specified by Client but may include parks, boat ramps, parking areas, etc.
 - Locate physical features in the field as needed to determine the extents of these areas.

- Set a survey monument at the corners of these newly created areas.
- Prepare a Replat of the Final Plat of Shawnee Twin Lakes – Lake No. 1 to conform to Minimum Standards as set forth by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, to be used for the formal subdivision platting process, including the following:
 - Property & lot corners
 - Property & lot line dimensions
 - Acreages
 - Overall legal description
 - All existing easements or right-of-way documents found
 - All new right-of-way and easements dedicated as a part of the Plat
 - Any setback requirements

Exhibit "A"



PROPOSED SURVEYING CONTRACT FEE SUMMARY

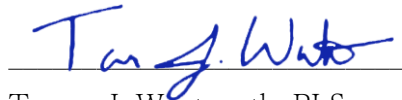
Survey Services	\$ 77,000.00
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COMPENSATION FOR SERVICES

- The cost estimate for the proposed project is based on a lump sum amount for the pre-specified survey scope.
- Net-30 Payment Terms

Thank-you again for considering Elevation Land Surveying for your surveying needs. If the terms of the survey scope and contract fee proposal are agreeable, please sign and return a scanned or hard copy to me via email or at the address listed below. If you have any questions or need additional information, please call me at 405.493.9393.

Sincerely,



Tanner J. Wentworth, PLS

Chief Operating Officer

www.elevationls.com

Elevation Land Surveying, LLC

8501 SW 15th St.

Oklahoma City, OK 73128

Accepted By,

By: _____

Print: _____

Date: _____

Address: _____

Phone: _____



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

Date: August 21, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a resolution authorizing the application for a Shawnee-specific Continuum of Care from the United States Department of Housing and Urban Development.

Background: Over the last 18 months, the City of Shawnee's Homeless Program has worked with community stakeholders to establish better coordination of resources and a more unified approach to providing services to the unhoused population of the community. One of the discussion items has been the lack of outside funding resources to help fund activities related to the Homeless Program, such as transitional housing, emergency shelter, and outreach supplies.

To help address these issues, community groups formed a Homeless Roundtable that has met monthly, so resources can be provided in a coordinated manner. However, the roundtable discussions have illustrated how much additional funding sources are needed to effectively address the problems facing the unhoused in our community, and the impact it has on the community as a whole.

The majority of state and federal dollars utilized in homeless prevention and recovery are funneled to communities and organizations through United States Department of Housing and Urban Development (HUD)-recognized Continuums of Care. Currently, the City of Shawnee is part of the Continuum of Care that includes much of central and northwest Oklahoma. As a step towards increasing the availability of outside funding, the City is proposing to apply to HUD for its own Continuum of Care that is specific to Shawnee. This would provide more direct access to funding sources and further strengthen the collaboration between community stakeholders involved in the Homeless Program.

Financial Impact: None at this time

Attachments: ShawneeCoC ApplicationResolution, 1 Governance Charter, 2 DV Policy, 3 Coordinated Entry, 4 HMIS Governance, 5 HMIS, 6 CoC Responsibilities

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION APPROVING THE APPLICATION FOR A SHAWNEE-SPECIFIC CONTINUUM OF CARE WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the United States Department of Housing and Urban Development (HUD) offers assistance to communities dealing with homelessness through the Continuum of Care (CoC) program; and

WHEREAS, the City of Shawnee is currently in a Continuum of Care that extends from Seminole County westward to Guymon; and

WHEREAS, the City of Shawnee will need increased coordination and resources in order to further address homeless issues facing the community; and

WHEREAS, the City of Shawnee has established a network of providers and other stakeholders who desire to collaborate with the intended goal of reducing homelessness; and

NOW, THEREFORE, BE IT RESOLVED by the Shawnee City Commission, of the State of Oklahoma, Pottawatomie County, that the application to form its own Continuum of Care with the United States Department of Housing and Urban Development (HUD) be hereby approved and submitted for approval.

Passed and approved this 21st day of August, 2023.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Shawnee Continuum of Care

CONTINUUM OF CARE GOVERNANCE CHARTER

JULY 2023



Table of Contents

Organization.....	3
GEOGRAPHIC AREA	3
PURPOSE	3
RESPONSIBILITIES.....	3
CoC Membership	4
OPEN MEMBERSHIP AND NEW MEMBERS.....	4
RESPONSIBILITIES OF MEMBERS.....	4
MEMBERSHIP MEETINGS.....	4
Board.....	5
BOARD MEMBERSHIP	5
OFFICERS (Executive Committee)	6
RULES OF GOVERNANCE FOR THE BOARD	6
COMMITTEES AND WORKING GROUPS	7
STANDING COMMITTEES.....	7
DESIGNATION OF COLLABORATIVE APPLICANT AND HMIS LEAD	8
CODE OF CONDUCT AND CONFLICTS OF INTEREST	8
Approval of Governance Charter And Subsequent Amendments.....	9

Organization

The name of this organization is “Shawnee, Oklahoma, Continuum of Care” (hereinafter referred to as the “Shawnee CoC”), U. S. Department of Housing and Urban Development (HUD) reference number OK-

GEOGRAPHIC AREA

The Shawnee CoC covers the city limits of Shawnee, located in Pottawatomie County, Oklahoma.

PURPOSE

The purpose of the Shawnee CoC is to:

- Promote community-wide commitment to the goal of ending veteran and chronic homelessness by 2030, ending homelessness for families, youth and children by 2030, and setting a path to ending all types of homelessness. Progress is to be reviewed annually at the time of the Point-in-Time (PIT) Count;
- Help secure funding for efforts by nonprofit providers and tribal and local governments to rapidly re-house homeless individuals and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness;
- Promote access to, and effective utilization of, mainstream programs by homeless individuals and families; and
- Optimize self-sufficiency among individuals and families experiencing homelessness.

RESPONSIBILITIES

The Shawnee CoC is responsible for fulfilling duties as follows:

Operation of the CoC (Bylaws)

- Publish agendas and hold meetings with no less than 51% of the CoC membership at least annually;
- Issue a public invitation annually for new members to join within the geographic area;
- Adopt and follow a written process to select a CoC Board and review, update, and approve the process at least once every three years;
- Appoint additional committees, subcommittees, or workgroups as needed;
- Adopt, follow, and review annually a governance charter in consultation with the Collaborative Applicant and the Homeless Management Information System (HMIS) Lead;
- For Emergency Solutions Grants (ESG) and CoC grants, collaborate with the Oklahoma Department of Commerce (ODOC) to establish performance targets appropriate for population and program type in consultation with recipients and subrecipients, then monitor recipient and subrecipient performance, evaluate outcomes, and take action to make appropriate corrections;
- Establish a centralized or coordinated assessment system in consultation with recipients of ESG funds; and
- Establish and follow written standards for providing CoC assistance in consultation with recipients of ESG funds.

Designation and operation of a Homeless Management Information System (HMIS)

- Designate a single HMIS for the Shawnee CoC and select an eligible applicant to manage it;
- Review, revise, and approve privacy, security, and data quality plans;
- Ensure consistent participation of recipients/subrecipients in the HMIS; and
- Ensure that the HMIS is administered in compliance with HUD requirements.

Continuum of Care Planning

- Coordinate implementation of a housing and service system;
- Conduct, at least annually, a Point-in-Time count of homeless persons that meets HUD requirements;
- Conduct an annual gaps analysis of homelessness needs and services;
- Develop an action plan or conduct a review of the current action plan annually;
- Provide information as required to ODOC so they can complete the Consolidated Plan;
- Consult with ODOC as well as state and local ESG recipients in the geographic area on the plan for allocating ESG funds and reporting/evaluating performance of ESG programs.

Preparation of a CoC Application for funds

- Design, operate, and follow a collaborative process for the development of applications and approve submission of applications in response to the CoC Program Notice of Funding Availability (NOFA);
- Establish priorities for funding projects;
- Designate the Collaborative Applicant to submit the application;
- The Collaborative Applicant must collect and combine the required application information from all projects within the geographic area and will apply for funding for CoC planning activities.

CoC Membership

OPEN MEMBERSHIP AND NEW MEMBERS

Membership in the Shawnee CoC is open to all stakeholders in the covered geographic area, including nonprofit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans, and homeless and formerly homeless individuals.

Annually, the Shawnee CoC shall issue a public invitation for any interested person within the geographic area to become a member of the CoC. The invitation will be sent to relevant organizations in the geographic area, shared at local coalition and interagency meetings, and posted on organizational websites.

New members may enroll at any time during the year by providing to the CoC their names, contact information, and any relevant affiliations.

RESPONSIBILITIES OF MEMBERS

Most of the responsibilities of the Shawnee CoC will be carried out by its Board (with input from members), with the following exceptions:

- Members will vote directly to approve the governance framework set forth in this Governance Charter and any subsequent changes or additions thereto;
- No less than every three years following initial approval, members will review, update, and approve changes to the Governance Charter;
- Unless the Board selection process is changed by a subsequent amendment to the Governance Charter, members will vote annually to elect directors to available Board positions.

MEMBERSHIP MEETINGS

The full membership of the Shawnee CoC shall meet at least annually. All Shawnee CoC members shall be notified of the date and location of membership meetings.

The first meeting of the year held in [REDACTED] will be the Annual Meeting. The agenda for the Annual Meeting will include:

- A review of any proposed changes to the Shawnee CoC Governance Charter followed by a vote on those changes;
- Review of the Point-in-Time count documents and the Housing Inventory count; and
- Any other business the Board chooses to put before its members.

Notice of Meeting

Notice of the place, date and time of each Membership Meeting, including the Annual Meeting, will be discussed at the prior meeting. Reminders shall be sent to members by email or other reasonable means of communication the week the meeting is scheduled, along with the agenda for the meeting.

Quorum and Voting

The members present at any properly announced meeting of the Shawnee CoC members shall count towards a quorum, which shall be no less than 51% of the CoC membership. Issues presented to Shawnee CoC members for a vote will be decided by simple majority of the votes cast.

Board

The Shawnee CoC shall be governed by a Board, which will provide oversight and accountability for all Shawnee CoC responsibilities. The Board shall share the responsibilities (except for those assigned to specific Shawnee CoC members), and the Board will act on behalf of the Shawnee CoC to fulfill the regulatory duties of a continuum of care set forth in 24 CFR 578. The Board shall be responsible for approval and implementation of all CoC policies and procedures.

BOARD MEMBERSHIP

Composition

The Board will consist of seven members at a minimum, representing the collaborative agencies. The Board should be representative of the stakeholder organizations represented within the CoC membership and must include a representative of the CoC Collaborative Applicant. The Board must, at all times, make every effort to ensure the participation of at least one homeless or formerly homeless individual on the Board.

Terms of Office

The term of each board member shall be three (3) years. A member may serve two consecutive terms.

Nomination and Voting

Each year the existing Board will solicit recommendations from CoC members and develop, for Membership approval, a slate of candidates for election to the Board. The Membership will vote for open Board positions at the Annual Meeting.

Resignation and Removal

Unless otherwise provided by written agreement, any representative may resign at any time by giving written notice to the Chair. In addition, board members may be removed from the Board by a majority vote of remaining board members for repeated absence, misconduct, failure to participate, or violation of conflict-of-interest policies.

Vacancies

When a board member resigns, is removed from the Board, or cannot serve his/her full term for any reason, the Board may appoint another Shawnee CoC member to fill the unexpired term.

OFFICERS (Executive Committee)

The officers of the Shawnee CoC shall be a Chair, a Vice Chair, and a Secretary.

Election and Term

The officers shall be elected by the Shawnee CoC board members, annually, at the first meeting of the year. Each officer shall hold office for a term of one year or until their successors have been elected. No person may hold more than one office.

Chair and Vice-Chair

The Chair is responsible for scheduling meetings of the Shawnee CoC, ensuring that the Shawnee CoC meets regularly or as needed, and for setting the agenda for meetings in collaboration with the Collaborative Applicant. In the absence of the Chair, the Vice Chair assumes the duties of the Chair.

Secretary

The Secretary, or designated individual, shall keep accurate records of the acts and proceedings of all meetings of the CoC Board, including documenting all actions taken without a meeting. Such records will include the names of those in attendance. The Secretary shall give all notices required by law and by this Charter. The Secretary shall perform such other duties as the Shawnee CoC may designate and shall chair Shawnee CoC meetings in the absence of the Chair and Vice Chair.

Resignation of Officers

Unless otherwise provided by written agreement, any officer may resign at any time by giving written notice to the Chair or the Secretary. Any such resignation shall take effect at the time specified within the written notice or, if the time is not specified therein, upon its acceptance by the Shawnee CoC.

Officer Vacancies

Vacancies among the officers may be filled for the remainder of the term by a vote of the majority of the Shawnee CoC board members at any meeting at which a quorum is present.

RULES OF GOVERNANCE FOR THE BOARD

Quorum and Voting

A number equal to a majority of the board members shall constitute a quorum and be required for the transaction of business at any meeting. At all meetings, business items may be decided by arriving at a consensus. If a vote is necessary, all votes shall be by voice or ballot at the will of the majority of those in attendance. Each representative seat shall have one vote. No member may vote on any item which presents a real or perceived conflict of interest.

Proxies

Board members may have non-voting proxies attend meetings in their place. All proxies will be in writing and delivered to the Secretary prior to the meeting.

Action Without a Meeting

Any action that may be taken at any meeting of the Shawnee CoC Board may also be taken without a meeting, if that action is approved in writing (e.g., letter, email) by a majority of all Shawnee CoC board members entitled to vote.

COMMITTEES AND WORKING GROUPS

The Shawnee CoC will carry out its responsibilities through the work of a number of Committees and Work Groups. All CoC members may participate on Committees and Work Groups. Policies and policy decisions made by Committees and Work Groups must be approved by the Board before taking effect.

STANDING COMMITTEES

The Shawnee CoC shall have four standing committees, as follows:

Point-in-Time/Housing Inventory Committee

The Point-in-Time/Housing Inventory Count Committee facilitates activities surrounding the Point in Time count and the Housing Inventory count, including:

- Develop and disseminate surveys and documents for use during the count;
- Provide training at the Annual Meeting regarding Point-in-Time and Housing Inventory count activities;
- Collect count data from agencies as well as compile and prepare count data for entry into the HUD Homeless Data Exchange (HUD HDX);

Planning Committee

The Planning Committee will collaborate with the CoC Collaborative Applicant, CoC-funded entities, and CoC Membership to:

- Review the needs of the geographic area regarding needs for services. Review PIT and Housing Inventory data, conduct a gaps analysis, and make recommendations for Board approval of the priorities to be used in ranking requests for CoC funding;
- Develop performance measures to evaluate Shawnee CoC's overall success in eliminating homelessness, using guidance available from HUD and making changes over time as necessary to incorporate new regulations or guidance available from state or local authorities;
- In collaboration with ODOC, establish written standards and performance measures for ESG assistance and providers;
- Evaluate outcomes of projects funded under the ESG and CoC Program, and provide outcome data to the Collaborative Applicant to report to HUD; and
- Consult with state, tribal, and local government agencies, homeless service providers, private funders, and other relevant entities and organizations to evaluate available resources and reach agreement about how those resources can be allocated most effectively to implement plans to eliminate homelessness.
- Make recommendations to the Board for items to be included in the CoC Action Plan.

Operations Committee

The Operations Committee will:

- Work with the Collaborative Applicant to design and implement a collaborative process for developing a consolidated application for Shawnee programs and projects seeking CoC funding;
- Review findings of the Planning Committee, the program priorities established by the Board, and the applications for new programs or projects, and make recommendations to the Board about which programs/projects to include in the annual CoC application, and rank projects for the application; and

- Develop and oversee operation of a grievance process for agencies whose applications for funding have not been selected by the CoC.

HMIS Committee

The HMIS Committee will:

- Develop, annually review, and, as necessary, revise for Board approval a privacy plan, security plan, and data quality plan for the HMIS, as well as any other HMIS policies and procedures required by HUD.
- Develop for Board approval and implement a plan for monitoring the HMIS to ensure that:
 - Recipients and subrecipients consistently participate in the HMIS;
 - The HMIS is satisfying the requirements of all regulations and notices issued by HUD;
 - The HMIS Lead is fulfilling the obligations outlined in its HMIS Governance Charter and Agreement with the CoC, including the obligation to enter into written participation agreements with each contributing HMIS organization.
- Oversee and monitor HMIS data collection and production of the following reports:
 - Annual Homeless Assessment Report (AHAR); and
 - Annual Performance Reports (APRs).

Other Committees and Work Groups

The Shawnee CoC may establish committees or work groups as it deems necessary. One existing group will assist the CoC in meeting its regulatory obligations.

DESIGNATION OF COLLABORATIVE APPLICANT AND HMIS LEAD

Collaborative Applicant

The agency that will serve as the Shawnee CoC's Collaborative Applicant will be designated at the Annual Meeting.

HMIS Lead

The agency that will serve as the Shawnee CoC's HMIS Lead will be designated at the Annual Meeting.

HMIS Designation

The Shawnee CoC designates OKBIZ as the single Homeless Management Information System for its geographic area. OKBIZ is an organization contracted through the Homeless Alliance.

HMIS Governance Charter

The duties and responsibilities of the Shawnee CoC, the HMIS Lead, the HMIS/Data Committee and Contributing HMIS Organizations are set forth in further detail in the HMIS Governance Charter.

CODE OF CONDUCT AND CONFLICTS OF INTEREST

Conduct and Attendance

Board members, committee members, and other Shawnee CoC representatives must exercise care, diligence and prudence when acting on behalf of the Shawnee CoC. These individuals must complete work they have agreed to undertake on behalf of the Shawnee CoC in a timely manner. In addition, they must attend Board and committee meetings and be prepared to discuss matters presented for their deliberation. Absence without notice or explanation for three meetings within a calendar year or repeated failure to complete work assignments will be grounds for removal from the Board and/or committee assignments.

Conflict of Interest

Board members, committee members, and other Shawnee CoC representatives must abide by the following rule in order to avoid conflicts of interest and promote public confidence in the integrity of the Shawnee CoC and its processes. Failure to honor this rule will be grounds for removal from the Board and any of its committees.

- Whenever Shawnee CoC board members, committee members, representatives, or any of their immediate family members have a financial interest or any other personal interest in a matter coming before the Board or one of its committees, they must:
 - Fully disclose the nature of the interest; and
 - Withdraw from discussing, lobbying or voting on the matter.

Disclosure

At the beginning of every meeting of the Board or committee, Board and committee members must disclose if they have any actual or potential conflicts of interest regarding any business included in the meeting's agenda.

Abstention from Decision-Making

Any matter in which board members or Shawnee CoC committee members have an actual or potential conflict of interest will be decided only by a vote of disinterested individuals. In addition, the minutes of any meeting at which such a vote is conducted must reflect the disclosure of interested board members' and committee members' actual or potential conflicts of interest and their abstention.

Approval of Governance Charter And Subsequent Amendments

This Governance Charter, and every subsequent amendment, must be approved by a majority of Shawnee CoC members. In consultation with the Collaborative Applicant and the HMIS Lead, the Board will review the Governance Charter annually and recommend to CoC members changes to improve the functioning of the Shawnee CoC and maintain compliance with federal and state regulations. In addition, every three years, the Board will invite interested CoC members to participate in a review and discussion of the Governance Charter. Based on consensus achieved in that discussion, the Board will ask Shawnee CoC members to ratify the existing Governance Charter or approve proposed changes to the Governance Charter at the next Annual Meeting.

Shawnee Continuum of Care

CONTINUUM OF CARE DOMESTIC VIOLENCE POLICY

JULY 2023



Domestic Violence Policy

When receiving a call or referral for homeless services for a person fleeing a domestic violence situation:

1. Identify if the individual is in immediate danger.
 - IF YES: Ask if they would like you to call 911.
 - IF NO: Identify safety issues and needs. (Is protective order needed? Are they being stalked?)
2. Ask if they have contacted their local domestic violence agency. If not, get in contact with them and put the individual on the phone with an advocate. However, if that person does not want to speak to an advocate, call anyway to get guidance if the individual says it's okay to call on their behalf.
 - Project: SAFE 800-821-9953
 - CPN House of Hope 405-878- HOPE (4673)
 - IF THE INDIVIDUAL WANTS ASSISTANCE, it is the responsibility of the local domestic violence agency to provide assistance to victims of domestic violence, sexual assault, or stalking (services are confidential and free). Victims can get help with emergency shelter for themselves and their children, including assistance with obtaining an emergency protective order, as well as emergency transportation for safety needs.
 - For an on-scene crisis situation requiring immediate intervention, call 911. Domestic violence agencies cannot respond if the situation is not safe.
3. Once the above issues have been addressed, proceed as normal.

Shawnee Continuum of Care

CONTINUUM OF CARE COORDINATED ENTRY

JULY 2023



Table of Contents

Introduction.....	3
Background	3
COORDINATED ENTRY (CE).....	3
HUD REQUIREMENTS.....	3
SYSTEM CHANGE.....	4
BENEFITS OF COORDINATED ENTRY.....	4
Overview	4
DISCLAIMER.....	4
Release of Information	5
Roles and Expectations.....	5
COORDINATING ENTITY	5
COORDINATED ENTRY LEAD	5
PARNTER AGENCIES	6
HMIS ADMINISTRATOR.....	6
Procedures	7
HOUSING	7
HOUSING PROCESS.....	7
EMERGENCY HOUSING AND HOMELESS PREVENTION	8
WAITING LIST	8
COORDINATED MANAGEMENT	9
OVER-RIDING THE VI-SPDAT.....	9
STREET OUTREACH.....	9
Client Rights.....	9
CLIENT BILL OF RIGHTS	9
Fair Housing Act.....	10
Discrimination.....	10
Public Advertising.....	10
Evaluating and Updating Policies and Procedures	10

Introduction

The U. S. Department of Housing and Urban Development (HUD) requires the Continuums of Care (CoC), of which the Shawnee CoC is a member, to establish and operate a coordinated entry (CE) process. The recipients of the CoC and Emergency Solutions Grants (ESG) Program funding within the CoC service area must use the CE process. This requirement was established in the 2012 CoC Program interim rule (24 CFR 578) and the 2011 Emergency Solutions Grants interim rule (24 CFR 576).

Background

COORDINATED ENTRY (CE)

Coordinated Entry (also known as coordinated intake) is a consistent, community-wide process used to match individuals experiencing homelessness to community resources that will most adequately meet the needs of the situation. In a CoC service area, using coordinated entry, individuals and families experiencing homelessness complete a standard assessment that helps identify the services that are best suited to the needs of that household. Participating programs accept referrals from the system, reducing the need for individuals and families to travel through the CoC service area and engaging each provider separately. If a participating program does not have enough space to accept all referrals, individuals are prioritized for services based on vulnerability.

HUD REQUIREMENTS

A CoC is a group of organizations that provide services to citizens who are homeless or impoverished within a defined geographic area. Through the CoC Program, HUD allocates funds to several of these organizations for the provision of permanent supportive housing to disabled individuals who are homeless or to families that are homeless and have a disabled family member. Under the interim rule for the CoC Program, each CoC must establish and operate a centralized or coordinated assessment system (24 CFR 587.7 (a)(8)). HUD defines a centralized or coordinated assessment system as “a centralized or coordinated process designed to coordinate program participants’ intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool” (24 CFR 578.3). Participation in the Coordinated Entry System (CES) is required for HUD CoC, SSVF and ESG grantees. The CES described in this manual is designed to meet the requirements of the HEARTH Act, under which, at a minimum, CoCs must adopt written standards that include:

- Policies and procedures for providing an initial housing assessment to determine the best housing and services intervention for individuals and families.
- A specific policy to guide the operating of the centralized or coordinated assessment system on how its system will address the needs of individuals and families fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter services from non-victim service providers.
- Policies and procedures for evaluating individuals’ and families’ eligibility for assistance.
- Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance.
- Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance. Each member agency is to adopt and adhere to their policies regarding the amount or percentage of rent that each participant must pay. Agencies may determine the maximum length of assistance, maximum number of times a participant can receive assistance, and maximum amount of funds to be utilized per participant.

- Policies and procedures for determining which eligible individuals and families will receive permanent supportive housing assistance.

SYSTEM CHANGE

The implementation of the CES necessitates significant, community-wide change. To help ensure that the system will be effective and manageable for homeless individuals, those at-risk of homelessness, and for the housing and service providers tasked with meeting their needs, a group of stakeholders will be involved in its design. In addition, particularly during the early stages of implementation, the Shawnee CoC anticipates adjustments to the processes described in this manual. An evaluation of the CES will occur at least annually or as needed and will provide ongoing opportunities for stakeholder feedback. This process will be initiated by the Coordinating Entity and will involve partner agencies. The Coordinating Entity will be responsible for monitoring the CES.

BENEFITS OF COORDINATED ENTRY

Coordinated Entry will benefit the service area by:

- Providing a clearer and more streamlined path to accessing assistance for people who are currently or at imminent risk of experiencing homelessness.
- Reducing the need for people to contact multiple housing programs and fill out multiple applications to join waitlists.
- Assessing individuals and families for all participating permanent housing programs at the same time.
- Prioritizing scarce housing resources for the most vulnerable.
- Improved data collection and quality that supports data-driven decision-making based on client-level and system-wide needs.

Overview

The Shawnee CoC will focus on ending chronic, veteran, youth, and family homelessness that meet HUD definitions of literal and chronic homelessness. The CoC will use a ‘housing first’ philosophy, which places the most vulnerable people in the community in housing first, and then applies case management to address individual needs and the barriers with which homeless contend. Clients will not be screened out based on perceived barriers to housing or services, including but not limited to: too little or no income, history of or active substance abuse, domestic violence history, resistance to receiving services, type or extent of a disability-related service or support needed, history of eviction or poor credit, lease violations, history of not being a leaseholder, or criminal record.

DISCLAIMER

To best serve the needs of clients, each member of the Shawnee CoC will utilize a comprehensive and standardized assessment tool. An initial, comprehensive assessment of individuals and families for housing and services is used to determine if housing needs meet HUD standards. However, this is not a guarantee that the individual will meet the final eligibility requirements, or receive a referral, for a particular housing option. The VI-SPDAT (Vulnerability Index Service Prioritization Decision Assistance Tool) is the current tool used to prioritize clients. However, recent studies have shown that the VI-SPDAT does not equitably capture vulnerabilities for Black, Indigenous, People of Color (BIPOC) compared to white individuals. According to VI-SPDAT data, white individuals are prioritized for Permanent Supportive Housing (PSH) at a higher rate than BIPOC individuals who receive statistically significant lower prioritization scores. While the VI-SPDAT can be traumatizing and is inequitable, it is necessary for current use while a more equitable assessment tool is explored.

Release of Information

All clients will be given the opportunity to grant or refuse a HIPPA-compliant Release of Information (ROI). This release of information allows client data to be shared between participating organizations in the Homeless Management Information System (HMIS) and allows the CoC to securely store client information in the HMIS or other comparable databases. Clients are also asked to sign a release form, which allows for case conferencing during Coordinated Management meetings. Clients may opt out of the release entirely or may choose to leave specific agencies and partners off the release. Client photos should be taken at the time of the assessment but **are not required**. Photos are encouraged for by-name and by-face identification for outreach.

Roles and Expectations

COORDINATING ENTITY

The Shawnee Continuum of Care Board of Directors is the designated Coordinating Entity. The Coordinating Entity is responsible for assigning the day-to-day administration of the Coordinated Entry System, including but not limited to the following:

- Designing and delivering training at least annually to all key stakeholder organizations but not limited to the required training for subrecipients.
- Designing and executing ongoing quality control activities to ensure clarity, transparency, and consistency to remain accountable to clients, referral source, and homeless service providers throughout the coordinated entry process. Controls will be in place to ensure that data is valid and up to date.
- Updating the Coordinated Entry & By Name List Policies and Procedures.
- Leading periodic evaluation efforts to ensure that the CES is functioning as intended; such evaluation efforts shall happen at least annually.
- Leading efforts to make periodic adjustments to the CES, as necessary. Such adjustments shall be made at least annually based on findings from evaluation efforts.
- Ensuring that the CES process is informed by a broad and representative group of stakeholders.
- Ensuring that the CES is updated as necessary to maintain compliance with all federal statutory and regulatory requirements.
- As needed, the Coordinating Entity will send and/or report on information and updates regarding the CES to stakeholders and the public.

COORDINATED ENTRY LEAD

The Coordinated Entry Lead, or their designee, shall be appointed by the Board to address the broad array of client needs through referral to providers of necessary services.

- Serving as the contact for partner agency staff and case managers and for clients when case managers are not available.
- Managing manual processes as necessary to enable participation in the Coordinated Entry System by providers not participating in the HMIS.
- Convening and managing coordinated management meetings for the purpose of staffing cases and prioritizing housing and case management resources.

- Maintaining quality assurance of the program.
- Coordinating the housing placement and case management of vulnerable, chronically homeless persons via the by-name list.
- Working with the HMIS Administrator to maintain and update the by-name list and run any necessary reports.
- Conducting training at least annually, or as needed, to ensure that staff at organizations that serve as CES access points are up to date on current standardized assessment tools. All staff administering the assessment should have access to materials that clearly describe the methods by which the assessments are conducted.
- Conducting annual monitoring of member agencies to ensure that the CES process is available to all eligible persons regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identity, or marital status. Monitoring that steps are taken to ensure effective communication with individuals with disabilities and limited English proficiency. Monitoring CoC agencies to ensure that all access points to the CES are providing connections to other main-stream and community-based assistance services.
- As needed, the Coordinating Entity Lead will send and/or report on information and updates regarding the CES to stakeholders and the public.

PARNTER AGENCIES

All recipients of ESG and CoC funding must be active partner agencies of the Shawnee CoC and must attend no less than 75% of Coordinated Management meetings. All agencies participating in the CES process are responsible for the following:

- Reporting all vacancies in the Permanent Supportive Housing, Transitional Living and Rapid Re-housing programs to the Coordinated Entry Lead.
- Ensuring pertinent information is entered into the HMIS for monitoring and tracking the process of referrals, including vacancy reporting and completion of assessments.
- Responding to CES referrals within 3 business days and participating in monthly case conferences.

HMIS ADMINISTRATOR

The HMIS Administrator is responsible for the administration of the HMIS software and providing technical assistance to participating agencies:

- Making sure agencies are entering data regularly and keeping data up to date.
- Ensuring that all HMIS users have signed the HMIS memorandum of agreement.
- Updating and maintaining the HMIS Governance Charter.
- Monitoring target population and service area.

The CES is open to all households who are homeless and seeking services. The system uses a ‘no wrong door’ approach, which means that clients can enter through any partner agency. The system uses a vulnerability index to rank applicants, thereby allowing the most vulnerable households to be placed at the top of the list.

Procedures

HOUSING

Ideally, everyone who accesses the CES would have completed a VI-SPDAT. Partner agencies can look up a client in HMIS to see if they have a VI-SPDAT on file. Individual agencies cannot keep their own priority lists or wait lists. All prioritization is to take place through the CoC waiting list. The list may use actual client names or unique identifiers. The waiting list will be discussed during bi-weekly Coordinated Management meetings and monthly during the Homeless Roundtable meeting, as well as by conference call on an as-needed basis. (This may include special communications with available CoC members to address special or priority cases as they arise.)

No one is banned from accessing the CES, and the CES may not reject any referral. Some individual services may not be appropriate for all clients, which is why the Coordinated Management meetings are used to help match clients to appropriate, available resources. If a client is not approved for a referral based on the VI-SPDAT score of 7 or less, a different housing referral will be made for that client.

HOUSING PROCESS

Step 1. The client is administered a VI-SPDAT and provides a Release of Information to the CoC; this can happen either at a partner agency or during outreach.

Step 2. The client is added to the waiting list as soon as possible. Clients are added based upon data entered into the HMIS, including the VI-SPDAT score, length of time homeless, episodes of homelessness, etc.

Step 3. Clients are prioritized for housing based on the following criteria:

- VI-SPDAT scores are ranked from highest to lowest (22-8), with higher scores being prioritized first for Permanent Housing, Permanent Supportive Housing (PSH), Transitional Housing (TH), Rapid Rehousing (RRH), and case management openings.
 - There are different VI-SPDATs for sub-populations (youth and families); the correct VI-SPDAT assessment will be used at the time of entry into the CES.
 - When VI-SPDAT scores are tied, the tiebreaker will be the length of time homeless, as defined by self-reported data that is entered into the HMIS. People who have been homeless longer will be prioritized.

Case Management. As case management and housing resources become available, clients are referred from the waiting list to the available resources based on the aforementioned prioritization criteria. The burden of documentation of chronic status, disability status and/or literal homelessness is placed on the case manager or agency to whom the client is referred. During the early stages of case management, case managers may have to do some work to prepare the client for housing such as getting IDs, proof of income, homeless verification, etc.

Housing Navigation and Placement. Case managers assist the client in navigating the housing market. This may include locating housing units, helping the client apply for housing subsidies, etc. Once a placement is found, the case manager assists the client during move-in and makes appropriate referrals for furniture, deposit assistance, utility assistance, etc. The case manager is expected to follow up with the client regularly for a minimum of 3 months after housing has been secured to make sure that the client's needs are being met.

Discharge from the Program. A client can get dismissed from the program for three distinct reasons: 1) Violating the rules intentionally, knowingly, and willfully; 2) Requesting to be dismissed from the program; or 3) Moving out of the area of service.

- When a case manager and client agree that the services are no longer needed and that the client can maintain housing on their own, the client can be discharged from the program. The recommendation should be accompanied by justification of self-sufficiency. The preferred measure of client acuity is the Full SPDAT assessment.
- The decision to dismiss a client from the program can be appealed by contacting the Coordinating Entity in writing within ten (10) business days.

EMERGENCY HOUSING AND HOMELESS PREVENTION

Access points for emergency services and prevention are the same as those for RRH, PSH, and TH. Individuals requesting emergency or preventative services may contact any member of the CoC or call 211, which is an operational, manned telephone line which accepts calls 24/7, for a referral.

WAITING LIST

The waiting list is driven by VI-SPDAT scores and is the primary way by which clients are prioritized for housing and case management in the service area. The following sub-populations are filtered from the main waiting list in HMIS:

Chronic. Chronic clients are added to the list, when their HMIS data suggests that they meet HUD's definition of chronic homelessness. Chronic clients may also enter the HMIS system via outreach contacts and partner agencies. Chronic status will be verified as clients come up next on the list. Clients on the list are referred for housing and case management services during the Coordinated Management meetings and remain on the waiting list until they are housed or become inactive.

Veterans. Veteran clients are added to the list, when their HMIS data suggests that they are a veteran. Veterans may also enter the HMIS system via outreach contacts and partner agencies. Clients on the list are referred for housing and case management services during the Coordinated Management meetings and remain on the waiting list until they are housed or become inactive.

Youth. Youth clients are added to the list, when their HMIS data suggests that they are a homeless youth. Youths may also enter the HMIS system via outreach contacts and partner agencies. Clients on the list are referred for housing and case management services during the Coordinated Management meetings and remain on the waiting list until they are housed or become inactive. Partner agencies are encouraged to prioritize youths for housing.

Families. Families are added to the list, when their HMIS data suggests that they are a family unit. Families may also enter the HMIS system via outreach contacts and partner agencies. Clients on the list are referred for housing and case management services during the Coordinated Management meetings and remain on the waiting list until they are housed or become inactive. Partner agencies are encouraged to prioritize families for housing.

Other. Other homeless clients include those fleeing domestic violence, special cases, and those not meeting the above criteria. Clients on the list are referred for housing and case management services during the Coordinated Management meetings and remain on the waiting list until they are housed or become inactive.

- Inactive status is defined as no known contact with any service provider in the community for 90 days. Activity may be contact with service-providers that is documented through the HMIS, or via manual updates given during Coordinated Management or Roundtable meetings. When a client is moved to inactive, they are not deleted from the list and their position on the list is not affected. A client's status will change from inactive to active once they contact services again.

If the client remains active on the list for an entire year, the Coordinated Entry System will try to update the VI-SPDAT score to note any changes in vulnerability, and therefore update the client's position on the list.

COORDINATED MANAGEMENT

Coordinated Management is a model of case conferencing used within the Shawnee CoC to assist clients. All participating agencies attend regularly and are engaged in case conferencing. These meetings occur bi-weekly, unless otherwise scheduled. These meetings will be held in person, through conference calls, or via video calls. Client cases will also be discussed at the monthly Homeless Roundtable meeting.

OVER-RIDING THE VI-SPDAT

While the VI-SPDAT is the chosen tool for coordinated intake for the Shawnee CoC, it is to be used as a guide for prioritization and may be overridden if necessary.

Inaccurate VI-SPDAT. Occasionally a case will arise where the case manager or referring agent does not believe that the VI-SPDAT score is consistent with the actual vulnerability of the client. In these cases, the case manager or referring agent may advocate for the client to receive a higher score during the regular case conferencing. All present at the case conferencing must reach a consensus in granting the priority to the client in lieu of the VI-SPDAT score. These cases are then worked into available housing and case management spots and follow the steps detailed in the System Overview and Workflow section of these policies and procedures.

No VI-SPDAT. There are clients that may refuse to complete the VI-SPDAT. With these cases, the client can be added to the waiting list if they have signed a release of information. These individuals will also be prioritized for coordinated outreach in the hope that over time, continual contacts will lead to increased openness to engaging in services and completing the VI-SPDAT.

STREET OUTREACH

Street outreach workers are CES entry points. Individuals encountered by street outreach are offered the same standardized process as persons who access CES. Agencies who utilize outreach workers are asked to complete the appropriate VI-SPDAT, if possible, and entering the necessary data into the HMIS.

Client Rights

CLIENT BILL OF RIGHTS

Every client has the right to be treated with consideration and respect:

- Every client has the right to be treated with a sense of dignity, respect, and worth.
- Every client has the right not to be discriminated against based on race, ethnicity, age, color, religion, sex, national origin, gender identity or sexual orientation, pregnancy, genetic information, disability, military or veteran status, HIV infection, AIDS, or lifestyle.
- Every client has the right to protection from disclosure of personal records and information to anyone without appropriate legal authority; the right to confidentiality of personal records and information.
- Any person experiencing homelessness has the same civil liberties, privileges, and right of access to public services and facilities as provided by local, state, and federal law.
- Every person has the right to use and move freely in public spaces including, but not limited to, public sidewalks and parks.
- Every person has the right to receive the documentation necessary to prove their identity for voting, register to vote, and to vote, without discrimination due to housing status.

Client Choice. Clients may decline a referral because of program requirements that are inconsistent with their needs or preferences. Clients are not penalized for refusal of a housing offer, and the CoC will work to find housing that is consistent with the client's needs, if available.

Appeals. Specific policies may vary from agency to agency. Appeals regarding eligibility decisions also occur at the agency level. Should the client feel that they have been discriminated against, a non-discrimination complaint may be filed through Legal Aid Services of Oklahoma, Inc.

Fair Housing Act

Clients are protected by the Fair Housing Act, which protects from discrimination when people are renting, buying, or securing financing for any housing. Specifically, these policies and procedures are informed by federal, state, and local Fair Housing laws and regulations to ensure that participants are not steered towards any facility or neighborhood because of race, color, national origin, religion, sex, disability, or the presence of children. For more information regarding the Fair Housing Act or to address complaints or violations, clients and/or case managers can contact Legal Aid Services of Oklahoma, Inc. The CoC and all participating agencies in the coordinated intake process must comply with the equal access and nondiscrimination provisions of federal civil rights laws.

Discrimination

Title VI of the Civil Rights Act. Clients are protected by Title VI of the Civil Rights Act, which prohibits discrimination based on race, color, or national origin under any program or activity receiving federal funding.

Section 504 of the Rehabilitation Act. Clients are protected by Section 504 of the Rehabilitation Act, which prohibits discrimination based on disability under any program or activity receiving federal assistance.

- **Disability Accommodations.** CoC access points, if physical locations, must be accessible to individuals with disabilities, including accessible physical locations for individuals who use wheelchairs.

Title II of the Americans with Disabilities Act. Clients are protected under Title II of the Americans with Disabilities Act, which prohibits public entities, including state and local governments, and special purpose districts, from discriminating against individuals with disabilities in all their services, programs, and activities, which include housing-related services such as housing search and referral assistance.

Title III of the Americans with Disabilities Act. Clients are protected under Title III of the Americans with Disabilities Act, which prohibits private entities that own, lease, and operate places of public accommodation, which include shelters, social service establishments, and other public accommodations providing housing, from discriminating based on disability.

Public Advertising

The CoC will work together to develop a minimum of two (2) Public Service Announcements (PSAs) to be utilized by various media outlets for each service area. The partner agencies will also be asked to approach their local media outlets to inform the public of the CoC. The CoC encourages partner agencies to utilize radio or television public service announcements, written media, Facebook, websites, etc. Each COC member agency is also asked to identify itself as a Shawnee CoC member.

Evaluating and Updating Policies and Procedures

During the early stages of implementation, the Shawnee CoC anticipates adjustments to the processes described in this manual. An evaluation of the CES will occur at least annually or as needed by Shawnee CoC members and will provide ongoing opportunities for stakeholder feedback. If necessary, a majority vote will lead to the adoption or modification of items. The Shawnee CoC will ensure that it complies with all new HUD policies. This process will be initiated by the Coordinating Entity and will involve partner agencies. The Coordinating Entity will be responsible for monitoring the CES.

Shawnee Continuum of Care

CONTINUUM OF CARE OKLAHOMA STATEWIDE HMIS GOVERNANCE FRAMEWORK

JULY 2023



Table of Contents

Oklahoma Statewide HMIS Governance Framework.....	3
NAME.....	3
PURPOSE AND CHARTER.....	3
COLLECTIVE ACTIVITIES OF THE GOVERNANCE	4
COMPOSITION.....	6
Meetings and Attendance	7
Voting	7
Officers.....	7
Resignation and Removal.....	8
CODE OF CONDUCT	8
GOVERNANCE	10
AMMENDMENT RECOMMENDATIONS	10

Oklahoma Statewide HMIS Governance Framework

NAME

The name of the governance group shall be the Oklahoma Statewide Governance herein referred to as the governance. This group serves on behalf of the eight (nine) Oklahoma Continuums of Care (CoC):

1. OK-500 North Central OK CoC (NCOCOC)
2. OK-501 Tulsa CoC
3. OK-502 Oklahoma City CoC
4. OK-503 Oklahoma Balance of State CoC
5. OK-504 Norman - Cleveland County CoC
6. OK-505 Northeast OK CoC (NEOCOC)
7. OK-506 Southwest Oklahoma Regional CoC
8. OK-507 Southeast Oklahoma CoC (SEOCOC)
9. OK-508 Shawnee CoC

PURPOSE AND CHARTER

The purpose of the governance is to manage the implementation, administration, and maintenance of the statewide Homeless Management Information System (HMIS) database collectively. The governance strives to identify ways to help the eight (nine) Oklahoma CoCs to record, report on, and improve the provision of housing and services through the statewide HMIS database. The governance will also be the primary HMIS advisory entity for each CoC. The governance will be responsible for developing standard statewide baseline policies and procedures that shall apply to all Oklahoma CoC providers to adopt and implement as minimum standards.

HUD requires the use of an HMIS-comparable database for agencies that are prohibited from entering data in an HMIS. Determination of the inclusion of domestic violence service provider software platforms within the HMIS Governance Framework is made at the CoC level. Regardless of its affiliation with the framework, all comparable databases must be a relational database that meets all HMIS data standards and the minimum standards of HMIS privacy and security requirements.

COLLECTIVE ACTIVITIES OF THE GOVERNANCE

The governance is responsible for providing counsel and assistance to the HMIS Lead Organization(s) staff members, CoC governing bodies, and contributing providers within each of the eight (nine) participating CoCs on all matters regarding homeless service data and HMIS. These activities are binding insofar as the recommendations made by the governance cannot be altered, revised, or otherwise edited by any CoC, and shall be implemented within each CoC as determined by the governance. These binding activities address the common HMIS policy and governance issues that affect each CoC individually and collectively. The collective activities of the governance include, but are not limited to, the following binding activities:

1. Decision-making and leadership to review and revise, after the first-year implementation, the Oklahoma HMIS Policies and Procedures and generally guide the implementation of the statewide HMIS database and software system for the eight (nine) CoCs. Additional review frequency will be determined following the initial review meeting. The Oklahoma HMIS Policies and Procedures are the statewide baseline that each CoC must meet for privacy, security, and data quality. However, each CoC can set more stringent (not less stringent) policies and procedures if desired.
2. Design protocols for accessing, utilizing, and reporting data to improve the delivery of homeless services across the state. The governance will make decisions on the state-wide uses of client level and aggregate data requests. Each CoC reserves the right to access, utilize, and otherwise report on CoC-specific data according to its own data use policies, procedures, and protocols.
3. Coordinate and set the standards for the development of the HMIS training curricula administered by HMIS lead organizations, identify training needs, support training opportunities for end users, and work with the HMIS Lead Organizations to achieve these goals. Statewide HMIS training should be consistent across the system and include training on the Oklahoma HMIS Policies and Procedures.
4. Disseminate information to all eight (nine) CoCs about the statewide HMIS database policies, procedures, and access to and use of data, as well as the governance activities, minutes, notes, membership, and decision-making procedures, reserving the right of HMIS Lead Organizations to communicate directly with

HMIS participating agencies and end users about technical and functional matters related to the statewide HMIS.

5. Develop statewide data sharing protocols for HMIS that support CoC collaboration to end homelessness. This includes data sharing agreements, the process of privacy agreements, and language in existing agency-HMIS lead agency agreements.
6. Identify and develop strategies for improving HMIS coverage and data quality throughout the state of Oklahoma.
7. Provide support to each CoC individually in their efforts to identify and diminish potential barriers to the use and improvement of the statewide HMIS database.
8. Leverage the statewide HMIS implementation, demonstrate data collection, analysis, and reporting capabilities to identify state, local, and private funding sources to supplement dedicated HUD funding, and recommend additional funding mechanisms to support the statewide HMIS implementation.
9. Develop and oversee sub-committee(s) of the governance as needed.

The collective activities of the governance include, but are not limited to, the following non-binding activities, where final approval lies with all eight **(nine)** CoC governing boards and not the governance:

1. Assist with data and performance management for the Coordinated Entry System(s) and CoC-specific homeless initiatives (i.e., Built for Zero, Emergency Solutions Grant). Provide counsel and assistance to each CoC and their designated HMIS Lead Organization(s) staff members.
2. Evaluate the HMIS solution after the first year of implementation through the use of a standard and objective HMIS monitoring tool, which shall be developed or adopted by the governance. Additional review frequency will be determined following the initial review meeting. The results of the annual monitoring shall be made public, shall be utilized to provide opportunities to improve the HMIS implementation, and shall acknowledge the continued use of the selected HMIS Solution. *

3. Develop or adopt HMIS Lead Organization monitoring tool and protocol for each CoC statewide to set a baseline that each HMIS Lead Organization must meet, however each CoC can set more stringent (not less stringent) monitoring tool and protocol if desired. The results of each CoC HMIS Lead Organization monitoring will be communicated to the governance to aid in system wide HMIS leadership improvement. *

4. Develop or adopt a Contributing HMIS Organization monitoring tool and protocol, leveraging external resources to support a high-functioning HMIS implementation and administration. The Contributing HMIS Organization monitoring tool and protocol will set a statewide baseline, however each CoC can set more stringent (not less stringent) monitoring tool and protocol if desired.

* *These three activities will be reviewed one year from the governance first meeting. The review will determine if all eight (nine) CoCs have built enough trust to make these activities binding.

The collective activities of the governance are limited to those items that affect the HMIS across the State of Oklahoma. Therefore, the following activities are not deemed to be included in the collective impact activities of the governance:

1. Use of local data for reporting that does not include data from more than the local CoC. OKLAHOMA STATEWIDE HMIS GOVERNANCE | Revised July 2022
2. Management of the costs associated with CoC-specific system features, modifications or modules that do not affect state-wide HMIS operation.
3. Selection of the HMIS Lead by each CoC.
4. Creation of an HMIS budget and staffing plan for each CoC.

COMPOSITION

The eight (nine) Oklahoma CoCs will have equal representation on the governance and shall determine who represents each CoC. The governance is a partnership of leadership from each of the eight (nine) Oklahoma CoCs. There is a limit of one representative per CoC, with a maximum governance size of thirteen including four CoC HMIS lead persons and one OK Commerce representative. In the absence of a CoC representative, a proxy may be sent in their stead. The governance representatives report all meeting agenda items and HMIS updates to their

respective CoC groups, including board members and providers when applicable. The term of voting members will be a minimum of one year and shall be confirmed annually by their originating CoC. Best practice includes a maximum term of five consecutive years. If a representative wishes to resign, please see “Resignation and Removal” section of this document. CoC members should have HMIS knowledge and capacity for the role. HMIS lead positions are fixed, non-voting members of the governance.

Meetings and Attendance. At a minimum, the governance will conduct meetings on a quarterly basis with increased frequency when needed. Advance notification of meeting dates, times, and locations will be provided to all governance members. The quarterly meetings will be scheduled during the first meeting of each calendar year so that members may plan accordingly. HMIS Leads will meet separately on a monthly basis. Members are requested to attend meetings quarterly to ensure continuity in the process. Remote participation is considered as “present” and will be facilitated by the governance. Members are expected to attend a minimum of 75% of the regularly scheduled quarterly meetings. Should a member experience a last-minute issue that prevents attendance, the member shall notify a governance officer via email.

Voting. Each individual governance member shall have one vote. A quorum consists of, at a minimum, at least seven of the nine voting-members. Any matter subject to vote will require quorum and must be approved by six votes. Meeting guests may speak but will not have voting privileges.

Officers. The governance will have three Officer Positions: Chairperson, Vice-Chairperson and Secretary. Chairpersons of sub-committee(s) will be nominated and approved by the governance membership. The Chairperson will be elected as part of the general elections held annually by the governance. The governance voting representatives will elect the Chairperson, Vice Chairperson and Secretary. All three Officer Positions are expected to serve a term of at least one year and no more than three consecutive years. Each Officer Position will be held by a member representing only one of the eight (nine) distinct Oklahoma CoCs. Each Officer must transfer control of all documents electronically to the incoming Chairperson within 30 days of change.

The Chairperson’s duties will be to:

1. Serve as primary point of contact for the governance
2. Preside over governance meetings
3. Facilitate the development of meeting agenda(s)
4. Ensure communication of governance matters to all members
5. Notify all eight (nine) CoCs on policy decisions that need to be acted upon by the CoC

The Vice-Chairperson's duties will be to:

1. Assist the Chairperson as necessary
2. Fulfill the duties of the Chairperson in the absence of the Chairperson

The Secretary's duties will be to:

1. Finalize the meeting agenda with the Chairperson and/or Vice Chairperson
2. Take meeting notes or find a designee at each meeting occurrence
3. Record votes of the governance voting members
4. Ensure quorum presence for official governance votes
5. Assist the Chairperson with governance communication(s)

Resignation and Removal. A governance member may resign from the governance by submitting a written notice to the Chairperson. A governance member or Officer may be removed from the governance by a majority vote, if within that majority at least five persons from the CoC representation votes to do so. This may only occur if the member is in violation of the attendance policy or the Code of Conduct as outlined below. If an Officer resigns or is removed from the governance, an election will be held at the next CoC meeting to fill the vacancy of the removed or resigned governance member or Officer.

CODE OF CONDUCT

This Code of Conduct shall govern the performance, behavior and actions of the governance and its members.

1. Conflicts of interest may arise when any governance member has a financial, family or any other beneficial interest in the vendor firm selected or considered for an award for the HMIS software or HMIS Lead.

2. No governance member or their proxy may participate in or influence discussions or the resulting decisions concerning the award of a grant or other financial benefits (e.g., direct HMIS funding from HUD or other sources) to the organization that the member represents or concerning how recipients of such funding are evaluated. In these cases, the member or proxy with a conflict, must recuse themselves from participation in voting, though may participate in conversation to offer subject matter education and input after disclosure of their conflict. All members of the governance and their proxy are required to sign a conflict-of-interest form stating their association with agencies and projects that can reasonably be expected to apply for and/or receive funding through the CoC process or other process where HMIS-related funding is allocated. All associations will be made public to the full governance membership prior to any process that will determine how HMIS funding is allocated or how recipients of HMIS funding are evaluated. Members or a proxy with a conflict of interest are expected to recuse themselves from decisions where there is a real or perceived conflict of interest.

3. No governance member or their proxy shall do business with, award contracts to, or show favoritism toward a member of his/her/their immediate family, partner/spouse's family or to any company, vendor or concern who either employs or has any relationship to a family member; or award a contract or bid which violates the spirit or intent of Federal, State and local procurement laws and policies established to maximize free and open competition among qualified vendors.

4. Governance members nor their proxy shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value. This excludes monetary values in relation to Homeless Management Information System software outside of standard contractual requirements and job descriptions, and salaries/consulting contract obligations. OKLAHOMA STATEWIDE HMIS GOVERNANCE | Revised July 2022

5. As permitted by law, rule, policy or regulation, the governance shall pursue appropriate legal, administrative and/or disciplinary action against a governance member, vendor or vendor's agent who is alleged to have committed, has been convicted of or pled no contest to a procurement related infraction. If

said person has been convicted, disciplined, or pled no contest to a procurement violation, said person shall be removed from any further responsibility or activities on behalf of the governance.

The Code of Conduct cannot conflict with the Conflict-of-Interest requirements of the CoC Program interim rule (S. 578.95)

GOVERNANCE

This governance shall be effective upon approval by a majority vote of all eight **(nine)** Oklahoma CoCs as determined by their CoC governance process. CoC approval shall be by signature of each CoC Board which are documented and stored by the governance Chairperson. This governance was ratified by the following CoCs:

1. OK-500 North Central OK CoC (NCOCoC)
2. OK-501 Tulsa CoC
3. OK-502 Oklahoma City CoC
4. OK-503 Oklahoma Balance of State CoC
5. OK-504 Norman - Cleveland County CoC
6. OK-505 Northeast OK CoC (NEOCoC)
7. OK-506 Southwest Oklahoma Regional CoC
8. OK-507 Southeast Oklahoma CoC (SEOCoC)
9. OK-508 Shawnee CoC

AMMENDMENT RECOMMENDATIONS

Amendments Recommendation(s) to change or amend governance framework may be made by any governance member and shall be submitted at a regular meeting of the governance. Proposals shall stand for action and be open for discussion among governance members. Changes shall be in effect upon approval by a quorum and supermajority vote of the governance members. Super majority shall mean a minimum of seven votes. Upon approval, the Chairperson shall update the governance document to reflect the changes and distribute updated copies to all members and all eight **(nine)** CoCs before the next regular meeting

Shawnee Continuum of Care

CONTINUUM OF CARE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

JULY 2023



OKLAHOMA HOMELESS MANAGEMENT INFORMATION SYSTEM

STANDARD OPERATING POLICIES & PROCEDURES MANUAL

Community Service Council of Greater Tulsa
Lead Agency for Tulsa City and County Continuum of Care HMIS

The Homeless Alliance
Lead Agency for Oklahoma City Continuum of Care HMIS
Lead Agency for Oklahoma Balance of State Continuum of Care HMIS
Lead Agency for Norman/Cleveland County Continuum of Care HMIS
We currently are under this and will likely continue

United Way of Ponca City
Lead Agency for North Central Oklahoma Continuum of Care HMIS
Lead Agency for Northeast Oklahoma Continuum of Care HMIS
Lead Agency for Southeastern Oklahoma Regional Continuum of Care HMIS

Original November 2007 by HMIS Policy Committee
Revision 1: July, 2008; Rev 2: June 2010; Rev 3: July 2013
Rev 4: August 2013; Rev 5: August 2016; Rev 6: August 2017;
Rev 7: July 2018

TABLE OF CONTENTS

INTRODUCTION	4
HMIS STRUCTURE	5
HMIS GOVERNANCE	5
POLICIES AND PROCEDURES UPDATES	5
HIPAA AND HMIS	6
HUD HMIS DATA AND TECHNICAL STANDARDS	7
HMIS DATA QUALITY	7
HMIS PRIVACY PLAN	7
HMIS SECURITY PLAN	7
HMIS LEAD AGENCY RESPONSIBILITIES	7
HMIS PARTICIPATING AGENCY RESPONSIBILITIES	9
HMIS USER ROLES AND RESPONSIBILITIES	10
RIGHT TO DENY USER AND PARTICIPATING AGENCIES' ACCESS	10
CLIENT AUTHORIZATION FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION	10
INTERAGENCY DATA SHARING	11
PUBLIC NOTICE	12
DATA ELEMENTS TO BE COLLECTED	12
HMIS DATA RELEASE POLICY	13
USER IDENTITY MANAGEMENT	14
DATA ACCESS LOCATION	15
HMIS AGENCY TECHNICAL SUPPORT REQUIREMENTS	15
APPENDIX A: HMIS MEMORANDUM OF AGREEMENT	16
APPENDIX B: BUSINESS ASSOCIATE AGREEMENT	20
APPENDIX C: HMIS DATA QUALITY PLAN	26
APPENDIX D: HMIS PRIVACY PLAN	26
APPENDIX E: HMIS SECURITY PLAN	26
APPENDIX F: HMIS USER ROLES AND RESPONSIBILITY	26
APPENDIX G: HMIS PRIVACY NOTICE	39
APPENDIX H: PUBLIC NOTICE	45
APPENDIX I: AUTHORIZATION FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION (ROI)	47
APPENDIX J: CANCELLATION OF AUTHORIZATION FOR USE AND DISCLOSURE OF INFORMATION	50
APPENDIX K: COC KEY TERMS AND GLOSSARY	52

INTRODUCTION

Homeless Management Information System (HMIS) is a local information system utilized to collect client-level data and data on the provision of housing and services to individuals and families that are currently experiencing homelessness or at risk of homelessness. The Oklahoma HMIS includes seven Continuums of Care (CoCs) representing 61 counties. HMIS allows organizations to collect client information electronically, coordinate client services and produce reports. The use of HMIS to collect data is mandated by the U.S. Department of Housing and Urban Development for all recipients of grants from the programs authorized by Title IV of the McKinney-Vento Act, with the exception of victim or legal service providers as outlined in 24 CFR 580.25(d).

The goal of the ShareLink HMIS system is to provide standardized and timely information to improve access to housing and services, and strengthen our efforts to prevent, divert and end homelessness.

The Oklahoma HMIS utilizes ServicePoint, a web-based software application hosted by the software vendor, Mediware Information Systems, Inc.

The ShareLink HMIS system is used to:

1. Collect individual client demographic and service information;
2. Collect household information;
3. Allow providers the capacity to share client data with other service providers;
4. Decrease duplicative intake and assessment data;
5. Streamline access to services for clients;
6. Coordination of client services with other agencies;
7. Produce aggregate reports required by the U.S. Department of Housing & Urban Development, U.S. Department of Veteran Affairs (VA), U.S. Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (HHS), seven Oklahoma Continuum of Care, and other participating entities;
8. Produce provider level reports for funding entities, boards, program managers and other stakeholders; and
9. Produce aggregate reports that can provide a picture of the extent and nature of homelessness to inform the community's efforts to end homelessness.

HMIS STRUCTURE

Community Service Council (CSC) serves as the single statewide contractor who contracts with Mediware Information Systems, Inc. to use the ServicePoint HMIS software, hosted on Mediware Information Systems servers, for all participating CoCs in Oklahoma. HMIS Lead Agencies (HLA) include:

1. Community Service Council for the Tulsa City and County CoC
2. The Homeless Alliance for the:
 - Oklahoma City CoC;
 - Oklahoma Balance of State CoC; and
 - Norman/Cleveland County CoC.
3. United Way of Ponca City for the:
 - North Central Oklahoma CoC;
 - Northeast Oklahoma CoC; and
 - Southeastern Oklahoma Regional CoC.

HMIS user licenses are provided to participating organizations by their respective HLA.

HMIS GOVERNANCE

Each CoC has its own governance charter with rules and processes for HMIS governance. In the event that a CoC desires to make changes to the HMIS system that would impact multiple CoCs, the HMIS Leads shall coordinate with each other to ensure all interested parties agree with the changes.

POLICIES AND PROCEDURES UPDATES

The Homeless Management Information System Policies and Procedures guide the operation of the HMIS and are applicable to Contributing HMIS Organizations (CHO), and the CoC. This manual contains all operational policies and procedures related to the HMIS ShareLink Standard Operating Policies and Procedures manual. These policies and procedures will be modified as circumstances dictate. Any changes suggested by any party in a local CoC or participating HMIS agency to their HLA shall be presented to the HMIS User and Policy Committee for consideration. A decision on each suggestion will be made according to the HMIS User and Policy Committee procedure for making decisions. The Community Service Council is responsible for updating HMIS ShareLink Standard Operating Policies and Procedures manual and communicating changes to the HLAs. This manual will be reviewed and updated at least annually as part of the HMIS CoC grant process. Upon final approval by each HLA, updated manuals will be shared with each HLA for distribution to their CHOs.

Inquiries about these policies and procedures may be directed to:

1. Community Service Council of Greater Tulsa, contractual CoC HMIS lead and HMIS Administrator, 918-585-5551 email: coclead@csctulsa.org
2. United Way of Ponca City, HMIS Administrator, 918-739-5017 email: uwhmis@cablone.net
3. The Homeless Alliance, HMIS Administrator, 918-851-4704 email: hmis@isok.biz

HIPAA AND HMIS

The participating Oklahoma CoC's have adopted the standards contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in 45 CFR Parts 160, 162 and 164 and as amended by the HITECH Act portion of the American Recovery and Reinvestment Act of 2009 as best practice. The ServicePoint software allows each contributing homeless organization to establish with whom, and to what extent, each client's information is shared. Explicit action is required for any client data to be made available to another organization. These capabilities provide the safeguards to meet all responsibilities under HIPAA/HITECH and other laws protecting the privacy of information.

In order to comply with the Administrative Simplification provisions of the regulations adopted under HIPAA/HITECH, all Contributing Homeless Organizations that are a Covered Entity, as defined by HIPAA, shall enter into a Business Associate Agreement with the corresponding HMIS Lead Agency.

A Memorandum of Agreement (MOA) is signed by each contributing homeless organization that uses . The MOA includes a requirement to obtain written authorization from the client for use and disclose of their information in any manner not allowed by HIPAA. The MOA includes a business associate contract addendum for organizations that are covered entities under HIPAA. These agreements ensure that each organization understands and accepts their responsibilities in protecting the privacy and security of client data. The Community Service Council as the state contracting agency of the HMIS has entered into a business associate contract with the ServicePoint software vendor, Mediware Information Systems Inc.

HUD HMIS DATA AND TECHNICAL STANDARDS

The U.S. Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS), and the Department of Veterans Affairs (VA) released the [2017 HMIS Data Standards](#) on May 2, 2017. The HMIS Data Standards provide communities with baseline data collection requirements developed by HUD, HHS, and VA. The effective date of the 2017 HMIS Data Standards is October 1, 2017.

The HMIS Data Dictionary and the HMIS Data Standards Manual provide the documentation of requirements for the programming and use of all HMIS systems and comparable database systems. The HMIS Data Dictionary is designed for HMIS vendors and HMIS Lead Agency system administrators to identify the data elements required in an HMIS and understand the function and specific use of each element by the appropriate federal partner.

The privacy and security section in the [Homeless Management Information Systems \(HMIS\): Data and Technical Standards Final Notice](#), referred to herein as the “HMIS Notice”, effective August 30, 2004 provides baseline standards required of all programs that record, use or process HMIS data. According to the HMIS Notice and its amendments, these required baseline standards are based on common principles of fair information practices and security standards recognized by the information privacy and technology communities as appropriate for securing and protecting personal information and rely on software applications that typically come with hardware purchased within recent years.

These privacy and security standards in the HMIS Notice apply to any homeless assistance organization that records, uses or processes protected personal information (PPI) for an HMIS. A provider that meets this definition is referred to as a covered homeless organization (CHO). All PPI maintained by a CHO is subject to these standards. Any CHO that is covered under HIPAA is not required to comply with the privacy or security standards in this Notice if the CHO determines that a substantial portion of its PPI about homeless individuals is protected health information as defined in the HIPAA rules.

The HMIS Notice and its amendments further explains that HUD has issued these required baseline requirements and additional security protections that communities may choose to implement to further ensure the security of their HMIS data. The HMIS policy and procedures have been designed to meet or exceed the baseline privacy and security protections contained in the HUD HMIS Notice.

PRIVACY, SECURITY AND DATA QUALITY PLANS

As outlined in 24 CFR 578.7(b)(3), *Responsibilities of the Continuum of Care, Designating and Operating an HMIS*, each CoC must review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS. The HMIS Notice, Section 4, *HMIS Privacy and Security Standards*, includes requirements for what must be included in each plan. The Oklahoma plans can be found in the appendices.

ROLES AND RESPONSIBILITIES

I. HMIS LEAD AGENCY RESPONSIBILITIES

The HMIS Lead agencies as designated for each CoC are, the Community Service Council of Greater Tulsa, Homeless Alliance and Ponca City United Way will:

- 1) Maintain the HMIS Memorandum of Agreement (Appendix A) with participating agencies;
- 2) Provide oversight of all contractual agreements with funders, participating organizations and vendors;

- 3) Prepare HMIS renewal grant requests to HUD;
- 4) Prepare required HMIS CoC reports;
- 5) Represent HMIS on CoC committees and subcommittees;
- 6) Provide HMIS project management to maintain and expand the HMIS systems in accordance with Continuum of Care and community priorities;
- 7) Serve as the liaison between Mediware Information Systems and HMIS participating agencies;
- 8) Maintain a computing infrastructure with Internet access that meets or exceeds the requirements of Mediware Information Systems;
- 9) Adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register HMIS Notice dated July 30, 2004, March 2010 and 2017 HMIS Data Manual and its amendments;
- 10) Apply system security provisions to all HMIS Lead Agency systems where personal protected information is stored, including, but not limited to, networks, desktops, laptops, mini-computers, mainframes, and servers;
- 11) Provide each participating agency a User Authentication System consisting of a unique user name and a password for each authorized user;
- 12) Protect HMIS from viruses by using commercially available virus protection software. Virus protection must include automated scanning and must be regularly updated to maintain optimum protection;
- 13) Protect HMIS from malicious intrusion behind a secure firewall;
- 14) Ensure that when a workstation is not in use HMIS staff log off before leaving their workstation;
- 15) Ensure that a copy of all HMIS data is made daily to another medium and stored in a secured off-site location where the required privacy and security standards are met;
- 16) Ensure that a storage medium is reformatted more than once before reusing or disposing of the medium;
- 17) Maintain a User Access Log;
- 18) Ensure that all HMIS data is encrypted to meet current industry standards prior to electronically transmitting it over the Internet, public accessible networks or phone lines;
- 19) Ensure that HMIS data is stored in a binary, not text, format;
- 20) Provide HMIS ServicePoint administration and user access to the ServicePoint software application for organizations using the HMIS;
- 21) Provide configuration of new programs and assessments in ServicePoint.
- 22) Provide initial training, on-going training and technical support to maintain the HMIS system;
- 23) Develop CoC-wide and organization-specific reports to track unduplicated client records, demographics and service usage;
- 24) Monitor HMIS agencies' compliance with HMIS policies including timeliness and completeness of data;
- 25) Execute an HMIS Memorandum of Agreement with all organizations using the HMIS to prohibit the re-disclosure of individually identifiable information;
- 26) Adopt and implement a Privacy Policy that is in compliance with the Federal Register HMIS Data and Technical Standards Final Notice and its amendments;
- 27) Update the Homeless Management Information Standard Operating Policies and Procedures Manual as needed to meet current HMIS system requirements and maintain compliance with all federal and state laws, rules and regulations that may apply to the use of the HMIS;
- 28) Acquire and maintain adequate revenue to effectively fund HMIS;
- 29) Call for and lead meetings of the HMIS Policy and User Committee; and
- 30) Regularly communicate updates and changes to the HMIS Standard Operating Policies and Procedures Manual to the HMIS Policy and User Committee.

II. HMIS PARTICIPATING AGENCY RESPONSIBILITIES

Prior to gaining access to the HMIS the following must be completed:

- A Memorandum of Agreement (MOA) must be read and signed by the agency's authorizing representative and executed by the HMIS Lead agency (HLA);
- If the agency is a Covered Entity as defined in HIPAA, a signed Business Associate Security Addendum must be signed by the agency's authorizing representative and executed by the HLA;
- Implement CoC HMIS Privacy Policy that is in compliance with the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to the agency's status;
- Adhere to the baseline security standard requirements for the system application and hardcopy security as outlined in the HUD – Notice:
 - Apply system security provisions where personal protected information is stored, including, but not limited to networks, desktops, laptops, mini-computers, mainframes and servers;
 - Protect /HMIS from viruses by using commercially available virus protection software. Virus protection software must include automated scanning and must be regularly updated to maintain optimum protection;
 - Protect HMIS from malicious intrusion behind a secure firewall; and
 - Ensure that when a workstation is not in use, the HMIS user logs off of system before the leaving their workstation.
- Complete an agency technology audit with the staff responsible for HMIS to ensure computing infrastructure and Internet access meets or exceeds the requirements of Mediware Information Systems and security protocols as defined in the Federal Register HMIS privacy and security Notice;
- Complete HMIS user training for all designated HMIS Users;
- Complete client authorization management training for all designated HMIS Users;
- *ShareLink HMIS User Policy Responsibility Statement* must be read and signed by user(s) prior to being issued access to the system; Originals will be kept on file in employee records. A copy of the current HMIS User and Responsibility statements will be provided to the HMIS Lead Agency upon request;
- Organization must consult with the HMIS Lead Agency to configure security settings of each ServicePoint assessment dataset and designate exceptions (if any) to security settings prior to implementing the HMIS system;
- Comply with all federal and state laws, rules and regulations that may apply to the use, collection, disclosure of client information. NOTE: A CHO that is also a Covered Entity under HIPAA is not required to comply with the privacy or security standards in the HMIS Data and Technical Standards Final Notice, dated July 20, 2004 and its amendments if the CHO determines that a substantial portion of its homeless client data is protected health information as defined in the HIPAA rules;
- Comply with the Homeless Management Information System Standard Operating Policies and Procedures in this manual;
- Require all users to complete the HMIS User and Client Authorization Management, Release of Information (ROI) training prior to being issued a ServicePoint user ID;
- Require all of an agency's users to sign the *ShareLink HMIS User Policy Responsibility Statement*;
- Require all of an agency's users to renew the *ShareLink HMIS User Policy Responsibility Statement* annually to coincide with HMIS HUD funding cycle.
- Maintain internal agency policy and procedures that ensure user access is discontinued immediately in the event user access is no longer authorized. Policy shall include, at a minimum, notification in writing to the HMIS Lead Agency at least five business upon termination of access rights;
- If applicable, verify the accuracy and completeness of Agency resource information, at least annually, and update utilizing the AIRS Taxonomy codes;

- Cooperate with other agencies utilizing HMIS in the coordination of services for clients accessing multiple agencies to ensure mutual benefit of the client, the agencies, and community;
- Obtain written use and disclosure authorization from the client using a client *ShareLink Use and Disclosure of Protected Health Information* agreement form approved by HMIS Policy Committee before client information is used or disclosed for any purpose not allowed by the HIPAA rules, Federal Register HMIS privacy and security standards or other applicable laws;
- Retain original signed *ShareLink Use and Disclosure of Protected Health Information* documents at least six years from the date they cease to be in effect (from expiration or revocation);
- Safeguard information collected from clients or shared by other organizations as defined in the U.S. Housing and Urban Development in Federal Register HMIS Data and Technical Standards and its amendments;
- Authorize HMIS Lead Agency to create and share de-identified files and reports by using the methods defined in the HIPAA law, for itself and other methods as appropriate and as permitted by the HIPAA Privacy Rule; and
- Authorize HMIS Lead Agency to create and share limited data sets as defined and limited by the HIPAA Privacy Rule.

III. HMIS USER ROLES AND RESPONSIBILITIES

HMIS users are responsible for ethical use of the software, tools and features within the ShareLink system for the purpose for which they are intended in accordance with the policies and procedures in this manual and each agency's policies.

A signature on the ShareLink HMIS User Policy and Responsibility statement by the HMIS User will attest to his/her understanding of and compliance with the following responsibilities.

Reference: Appendix F

RIGHT TO DENY USER AND PARTICIPATING AGENCIES' ACCESS

A participating agency's or user access may be revoked for violation of the security protocols. Serious or repeated violation by users of the system may result in the suspension or revocation of an agency's access.

- All suspected violations of any security protocols shall be investigated by the agency, and the HMIS Lead Agency, if needed.
- HMIS technical staff retains the right to terminate user access if a breach of security is suspected. User access status will remain deactivated until Agency and HMIS Staff are satisfied that the situation has been resolved.
- Any user found to be in violation of security protocols will be sanctioned by his/her agency. Sanctions may include but are not limited to: a formal letter of reprimand, suspension of system privileges, revocation of system privileges, termination of employment, and/or criminal prosecution.
- Any agency that is found to have consistently and/or flagrantly violated security protocols may have their access privileges suspended or revoked.
- Revoked license(s) can be appealed to the governing CoC.

CLIENT AUTHORIZATION FOR USE & DISCLOSURE OF PROTECTED HEALTH INFORMATION

An underlying philosophy of the HMIS stakeholder group is respect for the personal data of each individual. It is the intent of the HMIS stakeholder group to develop and implement policies to provide protection of personal data that meets or exceeds all applicable state and federal statutes. Clients must give informed consent to having their data entered into the system. Explicit authorization and permission from clients is required before identifiable client information can be released. They may decide not to participate and they may not be denied services for lack of participation. Client information may also be released as permitted under state and federal statutes. In addition, the client has the right to have access to their own data.

Reference: Appendix I

INTERAGENCY DATA SHARING

A primary objective of the HMIS is to create a shared database system that can be used to streamline client access to services and facilitate the coordination of client services. To accomplish that objective, the HMIS interagency data sharing protocols have been designed as an open system with the ability for individual agencies to selectively restrict data sharing between agencies. The ServicePoint software application used by the system has a multi-level security configuration that can be selectively set to meet the agency specific requirements.

- Each participating agency is responsible for upholding Federal and State Confidentiality regulations to protect client records and privacy. In addition, the Participating Agency will only release client records with written consent by the client, unless otherwise provided for in the regulations.
- Participating Agency will abide specifically by the Federal confidentiality rules regarding disclosure of alcohol and/or drug abuse records.
- The ServicePoint software used by the HMIS security settings will be configured to default sharing of all client data when a client release of information authorization has been activated for that record.
- It is the responsibility of each participating Agency to determine the extent of interagency data sharing that meets Agency policy and complies with all applicable Federal and State confidentiality regulations to protect client records and privacy.
- Each Agency Administrator must consult with the HMIS Technical Staff to configure agency security settings of each ServicePoint assessment dataset and designate exceptions (if any) to security settings prior to implementing the HMIS system.

PUBLIC NOTICE

The Federal Register HMIS Data and Technical Standard Notice and its amendments require a baseline requirement that every Covered Homeless Organization (CHO) post a sign at each intake desk (or comparable location) that explains generally the reasons for collecting protected personal information (PPI). While Policy requires written consent, individual Providers can use the following language to assure that they meet this HUD baseline standard.

Reference: Appendix H

DATA ELEMENTS TO BE COLLECTED

The U.S. Department of Housing and Urban Development (HUD) HMIS Data Dictionary and the HMIS Data Standards Manual provide the documentation of requirements for the programming and use of all HMIS systems and comparable database systems.

The ServicePoint software application is configured to capture all HUD required universal and program-specific data elements for programs receiving McKinney-Vento/HEARTH Act federal funding and for programs funded through the American Reinvestment and Renewal Act of 2009 and other funded programs which require HMIS. The ServicePoint software application is updated as needed to remain compliant with HUD data standards and reporting requirements.

Universal Data Elements as defined in HUD HMIS Data Standards are required for all HMIS programs receiving federal funding and for and are recommended for all HMIS Users. HUD also defines program level data elements that are required to be used by each funded program depending on its program type.

The HMIS User and Policy Committee may determine data elements in addition to HUD universal and program data elements to facilitate reporting or to inform community policy groups, advocates and other programs funded in addition to HUD.

Program Entry/Exits – Programs recording clients' entry into their programs and exit from their programs using the HMIS Entry/Exit functionality are required to create the entry record within 3 days of program entry and create the exit record within 3 days of program exit. The information requested by the HMIS Entry and Exit screens attached to a program will be updated as part of this process.

Shelter Service Start and Service End – Shelters recording clients' entry into their shelters and exit from their shelters using the HMIS Services or Bed List functionality are required to create the entry record within 3 days of shelter entry and create the exit record within 3 days of shelter exit. The information requested by the HMIS shelter screens attached to a shelter will be updated as part of this process.

HMIS DATA RELEASE POLICY

A goal of the HMIS is to inform public policy about the extent and nature of homelessness in the community. This is accomplished through analysis of data that is gathered from the actual experiences of persons who are currently or formerly experiencing homelessness and the service providers who assist them in shelters and homeless assistance programs. Information that is gathered via interviews and intake assessments conducted by service providers with consumers is entered into the HMIS database system and periodically analyzed. The resulting statistics are used to develop an unduplicated count, aggregated (void of any identifying client level information) and made available to policy makers, service providers, advocates, and consumer representatives. The HMIS Technical staff will run management reports for HMIS participating agencies on a periodic basis and on as need basis contingent upon availability of HMIS Technical staff.

Principles for release of data:

- Only de-identified aggregate data will be released except as specified below.
- No identified client data may be released without informed consent unless otherwise specified by Oklahoma State and Federal confidentiality laws. All requests for such information must be addressed to the owner/ participating agency where the data was collected.
- Program specific information used for annual grant program reports and program specific information included in grant applications is classified as public information.
- Reports of aggregate data may be made directly available to the public.
- Parameters of the aggregate data, that is where the data comes from and what it includes, will be presented with each report.
- Management reports that are created by Agency HMIS Administrator or by Technical Staff on behalf of the Agency are for internal use only are not to be distributed to 3rd parties or intended for statistical analysis or use in independent studies.

USER IDENTITY MANAGEMENT

Each user of the ServicePoint application must have a unique ID. Sharing of the user ID is a violation of the software license agreement. Your password must be 8 to 50 characters in length and must contain at least two numerals within the password. Your password will expire every 45 days, at that time you will be prompted to choose a new password. You cannot re-use the current password.

If you forget your password contact the administrator to receive a new temporary password. System Administrators are responsible for validating, establishing, and granting security permissions and making sure security procedures are followed.

- User names will be unique for each user and should not be shared. Recommended user name will be first initial and last name.
- The System Administrator will have access to the complete list of ServicePoint users.
- The System Administrator will be responsible for deleting accounts held by former employees.

The security of the database within the ServicePoint application is of great concern since it contains sensitive client data.

- 1.) ***Do not share your password or account with any other user.***
- 2.) ***Do not write your password down and do not let your browser store your password.***
- 3.) ***When you see the prompt offering to save your login information always answer 'no' or 'never for this site'.***
- 4.) ***DO NOT use obvious, trivial, or predictable passwords. Obvious, predictable and trivial passwords include: names of relatives or pets; street names; days and months; repetitive characters; dictionary words; and common words such as PASSWORD, SECURITY, SECRET, etc.***

NOTE: Password protection has been used for many years to control access to computer information. Your computer password is your personal key to a computer system. Passwords help ensure that only authorized individuals access computer systems. Passwords also help to determine accountability for all transactions and other changes made to system resources, including data. If you share your password with a colleague or friend, you will be giving an unauthorized individual access to the system. *The relevant authorized user(s) will be held responsible if an unauthorized individual uses their access privileges to view and/or disclose confidentiality information, make unauthorized changes to the data or damage the information on the system.* The System Administrator has the capability of performing audits of the system to track unauthorized use. Unauthorized use could result in termination of user access.

DATA ACCESS LOCATION

Users are not permitted to access via the Web from unauthorized public locations where the potential exists for viewing of client information from unauthorized persons. Access is allowed only from authorized agency locations. Public Key Infrastructure (PKI) security is in use requiring that the authorized workstation have the HMIS PKI security file installed.

HMIS AGENCY TECHNICAL SUPPORT REQUIREMENTS

Participating agencies are responsible for providing their own technical support for all hardware systems used to connect to .

- Ongoing maintenance and support of Personal Computer and printer hardware will also be the responsibility of the agency.
- Communication and Internet connection difficulties will be managed between the agencies and the appropriate Internet Service Provider selected by that agency.
- System Administrator will provide troubleshooting and problem analysis/triage related to application usage. If any difficulty is traced to agency hardware or agency Internet connection, System Administrator will not be obligated to interface directly with any hardware manufacturer and/or ISP. System Administrator will only be obligated to interface directly with hardware manufacturers or ISP's as it pertains to the function of the system hosting organization's responsibility. System Administrator will attempt to continue to support and assist the agencies until resolution of the issue/problem, but the primary responsible entity for resolving hardware and Internet communication problems will be the agency. System Administrator will be the primary responsible entity for resolving application-specific problems.

APPENDIX A: HMIS MEMORANDUM OF AGREEMENT.

REVISED MARCH 9, 2017



HMIS Memorandum of Agreement

HMIS Memorandum of Agreement

This agreement entered into on the ____ day of _____, ____ between the COMMUNITY SERVICE COUNCIL OF GREATER TULSA (CSC) and _____

_____ hereinafter known as AGENCY outlines points of agreement for the use of the Homeless Management Information System, (HMIS) a Web-based information management system administered by CSC. The AGENCY is a Covered Homeless Organization (CHO) as defined by the US Housing and Urban Development in Federal Register HMIS Data and Technical Standards Final Notice, dated July 20, 2004 or as amended. The AGENCY is ☐ is not ☐ a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

This agreement is effective as of the date shown below, and remains in effect until terminated in writing by either of the parties.

The HMIS is a Web-based information management system designed to assist providers of services to homeless and formerly homeless and those at risk of homelessness in order to facilitate client intake, data collection and reporting, and to determine community resource availability. also enables the sharing of client information with other providers where allowed by law or authorized by the client to assist in collaboration on client-related activities such as referrals to other agencies, appointment scheduling, coordination of services and case management.

The HMIS utilizes the ServicePoint software product from Bowman Internet Systems. The ServicePoint product is operated from a computing infrastructure operated and maintained by Bowman Internet Systems and administered locally by CSC and its agents. Viewed as a community resource, CSC accepts guidance from a stakeholder advisory group called the HMIS Policy Committee concerning the management and operation of as it relates to the needs of HMIS partner agencies. CSC has engaged an independent contractor, currently Information Services Oklahoma, LLC, to manage the technical operations of on its behalf.

AGENCY agrees to the following:

- Comply with all federal and state laws, rules and regulations that may apply to the use of and the collection, use and disclosure of client information. NOTE: A CHO that is also a Covered Entity under HIPAA is not required to comply with the privacy or security standards in the Federal Register HMIS Data and Technical Standards Final Notice, dated July 20, 2004 or as amended if the CHO determines that a substantial portion of its homeless client data is protected health information as defined in the HIPAA rules;
- IV. Comply with the operational policies and procedures contained in the Homeless Management Information System Standard Operating Policies and Procedures guide;
- V. Adopt and implement a Privacy Policy that is in compliance with either the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to AGENCY's status;
- VI. Require all AGENCY users to complete the Client Authorization Management training prior to being issued a ServicePoint User ID.
- VII. Require all AGENCY users to sign the User Policy Responsibility Statement;
- VIII. Require AGENCY Administrator to take action necessary to ensure that User access is discontinued immediately upon the effective date that a AGENCY user is no longer employed by the AGENCY or otherwise no longer authorized to be user. Action will include at a minimum notifying the CSC Administrator in writing of user right

termination at least five business prior days to effective date or immediately upon termination of rights if prior notice is not available;

- IX. Verify the accuracy and completeness of AGENCY resource information in on at least an annual basis, and update as needed utilizing the AIRS Taxonomy codes;
- X. Cooperate with other agencies utilizing in the coordination of care and case management for clients accessing services from multiple agencies for the mutual benefit of the client, the agencies, and the community;
- XI. Obtain written authorization from the client using a client authorization for release of protected information form approved by HMIS Policy Committee before client information is used or disclosed for any purpose not allowed by the HIPAA rules, Federal Register HMIS privacy and security standards or other applicable laws;
- XII. Retain original signed *Authorization for Use or Disclosure of Protected Health Information* documentation at least six years from the date they cease to be in effect (from expiration or revocation).
- XIII. Safeguard information collected from clients or shared by other organizations as US Housing and Urban Development in Federal Register the [2017 HMIS Data Standards](#) released on May 2, 2017, or as amended, and/or HIPAA Privacy rules as applicable.
- XIV. Authorize CSC to create and share de-identified files and reports by using the methods defined in the HIPAA law, for itself and other methods as appropriate and as permitted by the HIPAA Privacy Rule;
- XV. Authorize CSC to create and share limited data sets as defined and limited by the HIPAA Privacy Rule.

CSC agrees to the following:

- CSC will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register/vol. 69. No. 146/Friday July 30, 2004 or as amended (4.3.1.to 5.2.1) as amended in the March 2010 Data Standards.
- AGENCY retains ownership of the data that it enters into . AGENCY may access this data online via , or can obtain copies of data as extracted files by request from CSC;
- AGENCY retains decision-making authority on items related to AGENCY operations and service delivery, including eligibility criteria for services and the means and mechanisms for providing services;
- Adopt and implement a Privacy Policy that is in compliance with either the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to CSC's status;
- Provide HMIS ServicePoint administration and user access ServicePoint software application.
- Provide initial training, on-going training and technical support to maintain the HMIS system;
- Update the Homeless Management Information Standard Operating Policies and Procedures guide as needed to meet current HMIS system requirements and maintain compliance with all federal and state laws, rules and regulations that may apply to the use of the HMIS;
- Notify AGENCY in writing at least five business days prior to the effective date of changes to the Homeless Management Information Standard Operating Policies and Procedures guide;
- Execute a HMIS Memorandum of Agreement with all organizations using the HMIS to prohibit the re-disclosure of individually identifiable information;
- Act as liaison between AGENCY and Bowman Internet Systems;

Bowman Internet Systems is solely responsible for any warranty of the capabilities of the ServicePoint software. In no event shall CSC be liable for indirect, consequential punitive or special damages. CSC shall not be responsible for loss of data or interruption of service caused by AGENCY or any other person or entity.

A Business Associate Agreement will be attached to and made a part of Memoranda of Agreement with all agencies that are Covered Entities as defined by the Health and Insurance Portability Accountability Act of 1996 (HIPAA).

Any disputes regarding this agreement shall be resolved under the laws of the State of Oklahoma and any litigation shall be commenced in the State of Oklahoma.

For AGENCY:

For CSC:

OKLAHOMA HMIS Policies & Procedures Manual as of 07/09/2018

18

Name

Signature and Date

Title

Kevin E. Burr
Name

Signature and Date

Chief Executive Officer
Title

APPENDIX B: BUSINESS ASSOCIATE AGREEMENT CONTRACT SECURITY ADDENDUM
REVISED MARCH 9, 2017

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into effective the ____ day of _____, 20____ (the "Effective Date") by and between Community Service Council of Greater Tulsa, Inc. (the "Business Associate") and _____ (the "Covered Entity").

RECITALS

WHEREAS, the Covered Entity and Business Associate have entered into one or more agreements providing, among other things, that Business Associate will perform certain services on behalf of the Covered Entity (collectively, the "Services Agreement"); and

WHEREAS, in order to comply with the Administrative Simplification provisions of the regulations adopted under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in 45 CFR Parts 160, 162 and 164 and as amended by the HITECH Act portion of the American Recovery and Reinvestment Act of 2009, the parties desire to enter into this Agreement in order to comply with such provisions (the "HIPAA Rules") (45 CFR Parts 160 and 164 being referred to herein as the "Privacy Rule");

1. Definitions

Words and phrases used in this Agreement, including but not limited to capitalized words and phrases, which are not otherwise defined herein shall have the meanings assigned thereto in the HIPAA Rules.

2. Obligations and Activities of Business Associate

- a. Business Associate agrees not to use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.
- c. Business Associate agrees to report promptly to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410 (described in Section 6. below) and any security incident of which it becomes aware.
- d. In accordance with 45 CFR §§ 502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractor of Business Associate that creates, receives, maintains or transmits protected health information on behalf of Business Associate agrees to the same restrictions, conditions and requirements that apply through this Agreement or otherwise to Business Associate with respect to such information.
- e. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity, to protected health information in a designated record set, to Covered Entity in order for Covered Entity to meet the requirements under 45 CFR § 164.524.
- f. To the extent a request is made by the Covered Entity for Business Associate to respond to any request by the Secretary or any other Federal or State authority, Covered Entity shall be responsible for paying for all services related to Business Associate responding to such inquiry and all reasonable costs associated with such response.
- g. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.
- h. Business Associate agrees to provide to Covered Entity in a time and manner as may be reasonably requested by Covered Entity, information collected in accordance with Section 2(g) above, to permit Covered Entity to

respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.

3. Permitted Use and Disclosure by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement.
- b. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Covered Entity

- a. Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c. Covered Entity will notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. HITECH Act

Business Associate agrees to report to the Covered Entity, in writing, within ten (10) business days of the Business Associate's discovery of any "Breach", as such term is defined in the HIPAA Rules. The notification to Covered Entity of a Breach will include: (1) a description of what happened, including the date of the Breach, date of the discovery of the Breach, and affected individuals; (2) a description of the types of unsecured PHI that were involved in the Breach; (3) suggested steps affected individuals should take to protect themselves from potential harm resulting from the Breach; and (4) a brief description of what Business Associate is doing to investigate the Breach, mitigate potential harm, and to protect against future Breaches.

7. Protection of Exchanged Information in Electronic Transactions

If Business Associate conducts any standard transactions for or on behalf of the Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such standard transactions to comply, with each applicable requirement of 45 CFR Part 162.

8. Term

The term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the provisions of Section 10 below.

9. Termination for Cause

Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- b. Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not made.

10. Effect of Termination

- a. Except as provided in subsection (b) below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy any protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
- b. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall subject the protected health information to the same safeguards as for an active engagement. Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

11. Indemnification

To the extent any damages that may arise under this Agreement are covered by insurance, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The parties, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

Except as provided above, Business Associate shall be solely responsible for and shall indemnify and hold Covered Entity and its affiliates harmless from any and all claims, fines, penalties, losses, damages, or causes of action (including court costs and the indemnified party's reasonable attorneys' fees) asserted against or suffered by the indemnified party relating to, resulting from, or arising out of any breach of this Agreement by Business Associate, its employees, agents and/or Subcontractors. The indemnified party shall notify Business Associate promptly of any action or claims threatened against or received by the indemnified party and relating to actions or services of Business Associate and/or its agents, employees, and Subcontractors, and shall provide Business Associate with such cooperation, information, and assistance as Business Associate shall reasonably request. Further, Covered Entity shall be solely responsible for and shall indemnify and hold Business Associate and its affiliates harmless from any and all claims, fines, penalties losses,

damages or causes of action (including court costs and the indemnified party's reasonable attorneys' fees) asserted against or suffered by the indemnified party relating to, resulting from, or arising out of any claim against Business Associate, its employees, or Subcontractors, related to this Agreement that arises from harm caused by or wrongful or negligent conduct of Covered Entity or its employees or agents. The indemnified party shall notify Covered Entity promptly of any action or claims threatened against or received by the indemnified party and relating to actions or services of Covered Entity or its agents, employees, or Subcontractors, and shall provide Covered Entity with such cooperation, information, and assistance as Covered Entity shall reasonably request. This Section shall survive the termination of this Agreement.

12. Regulatory References

A reference in this Agreement to a section in any statute or in the HIPAA Rules means the section as in effect or as amended.

13. Survival

Business Associate's obligation to protect the privacy of the protected health information created or received for or from the Plan will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

14. Interpretation and Conflicts

Any ambiguity in this Agreement or the Services Agreement shall be resolved in favor of a meaning that permits the Plan to comply with HIPAA and the HIPAA Rules. In the event of conflicting terms or conditions with prior agreements between the parties, this Agreement shall supersede any such previous agreement.

15. No Third Party Beneficiary

Nothing express or implied in this Agreement or the Services Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma to the extent not preempted by HIPAA, the HIPAA Rules or other applicable Federal law.

17. Notice

All notices, requests, consents and other communications hereunder will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder.

If to the Business Associate:

Community Service Council of Greater Tulsa, Inc.
16 E. 16th Street, Suite 202
Tulsa, OK 74119

If to Covered Entity:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement be duly executed in its name and on its behalf as of the Effective Date.

[BUSINESS ASSOCIATE]

[COVERED ENTITY]

Community Service Council of Greater Tulsa, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 16 E. 16th St.
Suite 202
Tulsa, OK 74119

Address: _____

Date: _____

Date: _____

APPENDIX C: HMIS DATA QUALITY PLAN
AUGUST 2017



HOMELESS MANAGEMENT INFORMATION SYSTEM

DATA QUALITY PLAN

Introduction

Data quality refers to the reliability and validity of client-level data collected in the HMIS. It is measured by the extent to which the client data in the system reflects actual information in the real world. With good data quality, HMIS can be utilized to “tell the story” of the population experiencing homelessness. The quality of data is determined by assessing certain characteristics such as timeliness, completeness, and accuracy.

Data Coverage

Data Coverage refers to the sample size and diversity of the agencies and programs that utilize the HMIS. In order to present the most accurate information on homelessness, the HMIS will strive to obtain the cooperation and data of those homeless and homelessness prevention programs. Examples include emergency shelters, transitional housing, permanent housing, safe haven housing, and homelessness prevention and re-housing programs. It is important to note that this includes HUD-funded and non HUD-funded agencies and programs.

Procedure:

- The HMIS Committee will identify member agencies or programs of the Continuum of Care that have homeless and homelessness prevention programs with each identified as HMIS using or non-HMIS using.
- This information will be presented to the Leadership Committee to prioritize these agencies and programs for the purpose of outreach to expand HMIS use.

Data Quality

Data Quality is broken down into 3 important components: Timeliness, Completeness, and Accuracy. Each of these components must be individually monitored.

Timeliness:

Programs will enter data in a timely fashion so that the system will reflect current information and status.

Standards:

- Emergency shelters will enter clients with their demographics and shelter stay information within 3 days of shelter check-in. This check-out will also be recorded within 3 days.

- Other programs will record clients, their demographics and program entry/exits within 3 days of entry and 3 days of exit. Programs will also update client information on their current population according to their particular program requirements.

Completeness

The minimum data elements will comply with U.S. Housing and Urban Development (HUD) Data and Technical Standards and its amendments for the Homeless Management Information System (HMIS). These standards will be updated as needed to comply with future HUD data standards changes.

All data entry must be captured using a HMIS Staff approved workflow. Most programs are required to use Entry / Exits for their workflow while some programs may be instructed to use a service transaction model or bed management model based on their program type.

The HUD standards list Universal Data Elements to be gathered on all clients, Program Specific Data Elements to be gathered by programs where required on their clients and Optional Data Elements for a program to use at its discretion.

For each client, each program will collect and enter in HMIS all data elements that were selected for use according to standards and program need.

All agencies and programs across the continuum must provide HMIS Staff with complete the Program Descriptor Data. This information is provided on a per-program basis and must be reviewed annually.

Standards:

- 100% of clients will be entered into HMIS
- Each data element in use by a program will be completed in at least 95% of the program's clients.
- The Provider's data will be completed in all fields and will be reviewed at least annually.

Accuracy

Client data will be entered accurately to reflect the information provided by the client during intake, arrival, departure, and interview or case management. Staff will further explain the questions to clients where necessary for the client to have sufficient understanding to provide the information.

Standard:

- At least 95% of data entered into HMIS will match program client files selected for comparison.

Training

All HMIS system users will be trained on HMIS purpose, system access, security, privacy, and data entry as these relate to their programs by qualified HMIS trainers. Follow-up training is available upon request or where data quality indicates that additional training is necessary for standards to be met.

Advanced training is also offered on selected topics such as reporting.

Standards:

- All HMIS users will be trained in system use by qualified HMIS trainers.
- All HMIS users will sign a HMIS user policy agreement where they agree to comply with specific system use requirements that relate to access, security, privacy, and data quality when they are granted HMIS access and again yearly.

Monitoring Data Quality

Monitoring Data Quality is a shared responsibility between the participating agency, HMIS Staff and the HMIS Committee. Each of the elements of data quality will be monitored. HMIS staff will provide data quality reports quarterly to each agency using HMIS system monitoring reports.

HMIS Staff will provide recommendations for improvement of data quality to programs based on the information found during monitoring. The programs will consider the information provided and take appropriate steps to improve data quality.

HMIS Staff will also notify an agency of any issues that arise between official monitoring reports.

The CoC will review programs' data quality at least annually or as necessary to respond to significant issues or changes.

APPENDIX D: HMIS PRIVACY PLAN AUGUST 2017



HOMELESS MANAGEMENT INFORMATION SYSTEM

PRIVACY PLAN

Introduction

U.S. Department of Housing and Urban Development (HUD) set forth HMIS privacy standards in the Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice and its amendments. This Privacy Plan is intended to be consistent with these HUD standards.

All users, agencies and system administrators participating in HMIS must adhere to this Privacy Plan. In addition, this Privacy Plan is intended to support our mission to providing an effective and usable HMIS for client service and program use, reporting, and analysis.

The Memorandum of Agreement signed between the HMIS lead agency and each HMIS participating agency requires each HMIS participating agency to:

- Comply with all federal and state laws, rules and regulations that may apply to the use of and the collection, use and disclosure of client information. NOTE: A CHO that is also a Covered Entity under HIPAA is not required to comply with the privacy or security standards in the Federal Register HMIS Data and Technical Standards Final Notice and its amendments along with HMIS Data Manual and its amendments if the CHO determines that a substantial portion of its homeless client data is protected health information as defined in the HIPAA rules;
- XVI. Comply with the operational policies and procedures contained in the Homeless Management Information System Standard Operating Policies and Procedures guide;
- XVII. Adopt and implement a Privacy Policy that is in compliance with either the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to AGENCY's status and post this policy where HMIS is in use;
- XVIII. Require all AGENCY users to complete the Client Authorization Management training prior to being issued a ServicePoint User ID.
- XIX. Require all AGENCY users to sign the User Policy Responsibility Statement;
- XX. Require AGENCY Administrator to take action necessary to ensure that User access is discontinued immediately upon the effective date that an AGENCY user is no longer employed by the AGENCY or otherwise no longer authorized to be user. Action will include at a minimum notifying the HMIS lead agency Administrator in writing of user right termination at least five business prior days to effective date or immediately upon termination of rights if prior notice is not available;
- XXI. Verify the accuracy and completeness of AGENCY resource information in on at least an annual basis, and update as needed utilizing the AIRS Taxonomy codes;

- XXII.** Cooperate with other agencies utilizing in the coordination of care and case management for clients accessing services from multiple agencies for the mutual benefit of the client, the agencies, and the community;
- XXIII.** Obtain written authorization from the client using a client authorization for release of protected information form approved by HMIS Policy Committee before client information is used or disclosed for any purpose not allowed by the HIPAA rules, Federal Register HMIS privacy and security standards or other applicable laws;
- XXIV.** Retain original signed *HMIS Client Authorization for Release of Protected Information* documentation at least six years from the date they cease to be in effect (from expiration or revocation).
- XXV.** Safeguard information collected from clients or shared by other organizations as US Housing and Urban Development in Federal Register HMIS Data and Technical Standards Final Notice and its amendments along with HMIS Data Manual and its amendments or HIPAA Privacy rules as applicable.
- XXVI.** Authorize HMIS lead agency to create and share de-identified files and reports by using the methods defined in the HIPAA law, for itself and other methods as appropriate and as permitted by the HIPAA Privacy Rule;
- XXVII.** Authorize HMIS lead agency to create and share limited data sets as defined and limited by the HIPAA Privacy Rule.

The Memorandum of Agreement signed between the HMIS Lead agency and each HMIS participating agency requires the HMIS lead agency to:

- HMIS lead agency will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register/vol 69. No. 146/Friday July 30, 2004. (4.3.1.to 5.2.1) as amended in the March 2010 Data Standards, and 2014 HMIS Data Manual.
- AGENCY retains ownership of the data that it enters into . AGENCY may access this data online via , or can obtain copies of data as extracted files by request from HMIS Lead agency;
- AGENCY retains decision-making authority on items related to AGENCY operations and service delivery, including eligibility criteria for services and the means and mechanisms for providing services;
- Adopt and implement a Privacy Policy that is in compliance with either the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to HMIS lead agency status;
- Provide HMIS ServicePoint user access ServicePoint software application.
- Provide initial training, on-going training and technical support to maintain the HMIS system;
- Update the Homeless Management Information Standard Operating Policies and Procedures guide as needed to meet current HMIS system requirements and maintain compliance with all federal and state laws, rules and regulations that may apply to the use of the HMIS;
- Notify AGENCY in writing at least five business days prior to the effective date of changes to the Homeless Management Information Standard Operating Policies and Procedures guide;
- Execute a HMIS Memorandum of Agreement with all organizations using the HMIS to prohibit the re-disclosure of individually identifiable information;
- Act as liaison between AGENCY and Mediware Information Systems;

HMIS users will receive training in Privacy Policies and acknowledge their responsibilities by signing the HMIS User Policy and Responsibility Statement prior to being granted HMIS access. Each user will renew their Policy and Responsibility Statement yearly in order to maintain HMIS access.

The CoC, HMIS Committee, Agencies, and HMIS lead will share the responsibility of reviewing compliance with these standards at least annually. Any privacy policy compliance issue arising from review or from incident will be promptly addressed by the HMIS, Agency and HMIS Committee with CoC oversight.

Failure to comply with security policies can result in a user's or agency's access to HMIS being discontinued in accordance with HMIS Standard Operating Policies and Procedures.

APPENDIX E: HMIS SECURITY PLAN
AUGUST 2017



HOMELESS MANAGEMENT INFORMATION SYSTEM

SECURITY PLAN

Introduction

Security refers to protecting the HMIS system and its data (electronic or printouts) from unauthorized access, loss, or corruption.

The HMIS Lead agency and the HMIS Participating agencies will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register HMIS Notice and its amendments along with HMIS Data Manual and its amendments. The HMIS Lead agency and the HMIS Participating agencies will:

- Apply system security provisions to all systems where personal protected information is stored, including, but not limited to networks, desktops, laptops, mini-computers, mainframes and servers;
- Protect HMIS from viruses by using commercially available virus protection software. Virus protection must include automated scanning and must be regularly updated to maintain optimum protection;
- Protect HMIS from malicious intrusion behind a secure firewall
- Ensure that when a workstation is not in use, the HMIS Technical staff log off before leaving their workstation;
- Hard copies of client information will be secured

The HMIS Lead will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register HMIS Notice and its amendments along with HMIS Data Manual and its amendments. The HMIS Lead will:

- Provide to each participating Agency a User Authentication System consisting of a unique User name and a password for each authorized User;
- Provide HMIS ServicePoint administration and user access to the ServicePoint software application for organizations using the HMIS;
- Coordinate HMIS software upgrades and updates with the software provider;
- Provide initial and on-going user training and technical support to maintain the security of the HMIS system;
- Oversee the use of Public Key Infrastructure use further secure access to the HMIS system to previously approved computers;
- Complete a background check on the HMIS administrators

The HMIS software provider and system host will

- Ensure that all HMIS data is encrypted to meet current industry standards prior to electronically transmitting it over the Internet, public accessible networks or phone lines;
- Ensure that data is stored in binary, not text, format;
- Ensure that a copy of all HMIS data is made daily to another medium and stored in a secured off-site location where the required privacy and security standards are met;
- Provide for the physical security of the system
- Ensure that the system enables reporting on user activity and access of client records.

HMIS users will receive training in Security Policies and acknowledge their responsibilities by signing the HMIS User Policy and Responsibility Statement prior to being granted HMIS access. Each user will renew their Policy and Responsibility Statement yearly in order to maintain HMIS access.

The CoC, HMIS Committee, Agencies, and HMIS lead will share the responsibility of reviewing compliance with these standards at least annually. Any security policy compliance issue arising from review or from incident will be promptly addressed by the HMIS, Agency and HMIS Committee with CoC oversight.

Failure to comply with security policies can result in a user's or agency's access to HMIS being discontinued in accordance with HMIS Standard Operating Policies and Procedures.

APPENDIX F: HMIS USER POLICY AND RESPONSIBILITY STATEMENT
OCTOBER 2007

Each ShareLink user will be required to sign a ShareLink HMIS User Policy and Responsibility Statement 1) prior to obtaining a ServicePoint User ID with ServicePoint Password and 2) annually to coincide to with the HMIS HUD grant cycle of July 1 to June 30th. ServicePoint User Licenses will be set to expire annually on June 30th. A current signed HMIS User Policy and Responsibility statement must be on file with the ShareLink HMIS Administrator CSC) for each ServicePoint licensed user.



HMIS User Policy and Responsibility Statement

For: _____
User Name (print Name)

from: _____
Agency Name (print Name)

HMIS User Policy

is a Web-based information management system designed to assist providers of services to individuals currently, formerly or at risk of experiencing homelessness to facilitate client intake, data collection and reporting, and to determine community resource availability. also enables the sharing of client information with other providers where allowed by law or authorized by the client to assist in collaboration on client-related activities such as referrals to other agencies, appointment scheduling, coordination of services and case management. participating agencies and each User within the system are bound by various restrictions regarding the Client information.

Relevant points about safeguarding client information include:

- It is a **Client's** decision about which information, if any, information is to be shared with any Partner Agencies.
- **Authorization for Use and Disclosure of Protected Health Information** shall be signed by Client before any identifiable client information is designated in ServicePoint for sharing with any Partner Agencies. Authorization remains in effect for up to three years unless client chooses to revoke authorization.
- Client consent may be revoked by the client at any time using the Cancellation for Authorization for Use and Disclosure of Protected Health Information. Client should be given a copy of this document and original should be retained by the provider.
- User shall insure that prior to obtaining Client's signature; the **Authorization for Use and Disclosure of Protected Health Information** was fully reviewed with Client in a manner to insure that Client fully understood the information (e.g. securing a translator if necessary).
- The Client shall have a right to receive a copy of any signed **Authorization for Use and Disclosure of Protected Health Information**.

- XXVIII.** Original signed *HMIS Client Authorization for Release of Protected Information* documents shall be retained at least six years from the date they cease to be in effect (from expiration or revocation).
- No client may be denied services for failure to provide consent for data collection.
 - User will comply with all Federal and state laws, rules and regulation that may apply to the use of and the collection, use and disclosure of client information.

User Responsibility Statement

Please initial each item below to indicate your understanding of proper access to the ServicePoint and use of the system.

I affirm the following:

_____ I have received training on using the System.

_____ I have received training on the Client Authorization Management Process and how to administer client security functions in the system.

_____ I will accept the Bowman Internet ServicePoint End User Agreement and agree to be bound by the terms stated in the agreement.

_____ I will take all reasonable means to keep my password physically secure and private.

_____ The only individuals who can view information are authorized users and the individual client to whom the information pertains.

_____ I understand I will be held responsible if I allow an unauthorized user to access the system and damage the information on the system, view client information or to make unauthorized changes to the data.

_____ I will only access from locations authorized by my agency.

_____ I will not access via the web from unauthorized public locations where the potential exists for viewing client information from unauthorized persons.

_____ I may only view, obtain, disclose or use the information necessary to perform my job.

_____ I will observe all of user policies regarding safeguarding Client information.

_____ I will enter accurate, complete information to the best of my ability.

_____ Hard copy printouts of individual client data are part of a client's confidential file and must be kept in a secure file. If they are no longer needed they must be properly destroyed to maintain confidentiality.

_____ A computer running the system should never be left unattended. If I am logged into , I must log off before leaving my work area.

_____ I understand that these rules apply to all users of , whatever their role or position.

_____ I agree to maintain strict confidentiality of information obtained through the HMIS.

_____ I agree that if I allow or notice any breach of confidentiality I will notify my Agency Administrator in writing and corrective action will be implemented.

User Signature _____ Date _____

Agency Supervisor: _____ Date _____

Title: _____

APPENDIX G: HMIS PRIVACY POLICY

JUNE 8, 2005

(Spanish translation available upon request)

PRIVACY NOTICE

We collect personal information directly from you for reasons that are discussed in this privacy notice. The information you provide is entered into the information management system on a web-based computer program. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs and to improve services. We only collect information that we consider to be appropriate. The collection and use of all personal information is guided by strict standards of confidentiality.

Please review this carefully. This notice tells you about how we use and disclose your personal information. It tells you about your rights and our responsibilities to protect the privacy of your personal information. It also tells you how to notify us if you believe that we have violated any of your rights or any of our responsibilities.

If you have difficulty reading this notice, please ask for assistance.

Our Legal Duty

We are required by applicable federal and state law to maintain the privacy of your personal information. We are also required to offer you a copy upon request of this notice about our privacy practices (policies), our legal duties, and your rights concerning your personal information. We must follow the privacy practices (policies) that are described in this notice while it is in effect. This notice takes effect immediately, and will remain in effect until we replace it.

We reserve the right to change our privacy practices (policies) and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices (policies) and the new terms of our notice effective for all personal information that we maintain, including personal information we created or received before we made the changes. Before we make a significant change in our privacy practices (policies), we will change this notice and make the new notice available upon request.

You may request a copy of our notice at any time. For more information about our privacy practices (policies), or for additional copies of this notice, please contact us using the information listed at the end of this notice.

How We Use or Disclose Your Personal Information

When you request or receive services from this program, we ask for information about you. This information helps us continuously improve services to you by:

- Better assessing your needs
- Identifying what services are available and what services need to be developed
- Tracking whether needs are met

Your Rights

You have the right not to provide protected personal information to an agency. You may exercise your right of privacy by not answering any or all of the personal questions asked by the agency. You will not be denied services for which you would otherwise have been eligible if you choose to not answer questions regarding your protected personal information.

You have the right to inspect and obtain a copy of your own protected personal information for as long as it is kept in , except for information compiled in reasonable anticipation of, or for use in, a legal proceeding.

You have the right to request corrections to your protected personal information when the information in the record is inaccurate or incomplete.

You have a right to request that your personal information be provided to you by alternative means, (such as by mail or telephone), or at alternative locations (such as at your residence or place of work). This agency will accommodate reasonable requests.

HOW WE PROTECT YOUR INFORMATION

Our agency and all agencies in the system are required by law to maintain the privacy of protected personal information and to provide you with notice of their legal duties and privacy practices (policies) with respect to protected personal information.

uses many security protections to insure the safety and confidentiality of your information. Some of the information that we may collect from you includes:

- Reasons for homelessness
- Medical and mental health conditions
- Housing information
- People included in your household
- Income levels and sources
- You or your family's needs
- Services that are being used by you and your family
- Information that is used to identify you, like your name and date of birth

NON PERMITTED USES AND DISCLOSURES

Once entered into , your personal information that identifies you is NOT shared outside of this program without your written permission unless such information is categorized below as a permitted use or disclosure. If you would like your information shared with one or more other agencies to make it faster and easier for you to receive benefits or services, please ask us how to fill out the permission form. In the future, if you decide that you no longer want your information shared in this way, you may cancel the permission form by giving us a written statement of your decision. If you have difficulty writing, please ask for assistance.

PERMITTED USES AND DISCLOSURES: Information that you provide may be used in the following ways and otherwise as required by law without your written permission. It may be used or disclosed:

To Provide Services

We will use personal information about you to provide you with services. We may share this information with members of our staff or with others involved in your support.

For Billing or Reimbursements of Services

We may share your personal information with authorized people who work in this agency for purposes related to billing, reimbursement of services or funding.

For Administrative Operations

We may use or disclose your personal information for operational and administrative purposes. For example, there are some services that are provided for us by our business associates such as accountants, consultants and attorneys. We may also use your personal information to evaluate our services, including the performance of our staff in caring for you.

For Creating De-identified Information

We may use your personal information to create and disclose reports that do not identify you. For example we may create reports for the community that can help us learn how to continually improve the quality and effectiveness of the services to persons who are homeless.

As Required by Law – We may use or disclose personal information about you when we are required to do so by law.

For Public Health Activities – We may disclose personal information about you if a user or administrator, in good faith, believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

For Victims of Abuse, Neglect or Domestic Violence – We may disclose personal information about you to a government agency (including a social service or protective services agency) authorized by law to receive reports of abuse neglect or domestic violence if we believe you are the victim of abuse, neglect or domestic violence.

For Academic Research Purposes - We may use or disclose personal information to individuals performing academic research who have a written formal relationship with . However, your protected personal information will never be published in any identifiable form.

For Legal Activities – We may disclose personal information about you in response to a court proceeding. We may also disclose personal information about you in response to a subpoena or other legal process.

Disclosures for Law Enforcement Purposes – We may disclose personal information about you to law enforcement officials for law enforcement purposes as required by law or in response to a court order, subpoena or other legal proceeding.

How to File a Grievance about our Privacy Practices (Policies)

If you have concerns about any of these possible uses or disclosures, or believe that such disclosures may put you or someone else at risk, please let us know so that we can address these concerns with you. We want you to be confident that your information is secure. If you believe your information has been shared without your permission, please write down your concern and submit it to us at:

[Agency Name]
[Contact Person]
[Address Information]

You may use the following form to submit a grievance to us. **It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.**

Effective date of this notice:

Approved by:

Grievance about our Privacy Practices (Policies)

If you think we may have violated your privacy rights or you disagree with a decision we made about access to your “Personal Information” you may complete this form.

And return this form to:

[Agency Name]

[Contact Person]

[Address Information]

Date of offense: _____

Name of individual who violated your privacy rights: _____

Brief description of grievance (what happened): _____

Best way to contact you: _____

Your name: _____

Your phone: _____

Your mailing address: _____

It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.

This section for agency use only

← _____ →

Reviewed by: Name _____ Signature: _____

Title: _____ Date: _____

Recommendation or corrective action taken:

APPENDIX H: PUBLIC NOTICE

Approved by Continuum of Care June 8, 2005



Public Notice

Anuncio Público

**If you have difficulty reading this notice please ask for assistance.
Por favor infórmenos si usted tiene dificultad leyendo este anuncio.**

**This notice describes how information about you may be collected and used.
Este anuncio describe como recolectamos y usamos su información personal**

We collect personal information directly from you for reasons that are discussed in this privacy notice. The information you provide is entered into the information management system on a web-based computer program. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs and to improve services. We only collect information that we consider to be appropriate. The collection and use of all personal information is guided by strict standards of confidentiality. A copy of our Privacy Notice describing our privacy practice is available to upon request.

Public Notice (Federal Register / Vol. 69, No. 146 / Friday, July 30, 2004, March 2010 and 2014 HMIS Data Manual)

Nosotros le preguntamos información personal por razones que explicamos a continuación. La información que usted provee se entra en el sistema de manejo de información de , el cual es un programa computarizado alojado en el Internet. Algunas leyes, así como organizaciones que donan dinero para operar este programa, requieren que nosotros recolectemos información personal. Alguna de la información personal que recolectamos es necesaria para el manejo de nuestros programas y para mejorar el servicio que prestamos. Nosotros solamente preguntamos por información que consideramos necesaria. La recolección y el uso de información personal están regulados por normas de confidencialidad muy estrictas. Usted puede solicitar una copia de nuestro Anuncio de Privacidad, el cual describe la manera como manejamos la información privada.

Anuncio Público (Registro Federal / Vol. 69, No. 146 / Viernes 30 de julio de 2004, En marzo de 2010 y 2014 Manual de datos de HMIS)

APPENDIX I: AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (RELEASE OF INFORMATION [ROI])

REVISED MARCH 9, 2017

AUTHORIZATION FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

This form documents my permission for _____ to share my records, which contain information about me called “protected health information”, with other organizations that use the system, and other social agencies who may assist me, to exchange information. The purpose of sharing my records is to help organizations, and other social agencies who may assist me, more quickly determine what services I need and whether I am eligible for those services by not having to collect the same information from me each time I visit a agency or other local social service agency, and to coordinate the delivery of services that are provided to me.

I understand that if I sign this consent/authorization and my information is disclosed to another agency, the information may lose protection it may otherwise have under Health Insurance Portability and Accountability Act (HIPAA - a federal law that protects certain health information about me) and any other state or federal privacy laws. I further understand that each current and future participating organization that will have access to my records will have signed a written contract that promises they will only use my information for the purposes stated above and will not release it to anyone else.

I understand that if I do not sign this form, it will not change whether or not I can receive services from _____ or any other organization. I understand that I have a right to have a copy of this form.

I understand that this authorization is good three (3) years from the date of my signature below or until I achieve permanent housing or no longer receive support services, whichever is later, unless I withdraw it by giving a written request to any agency that participates in , which I may do at any time. I understand that I may withdraw my permission for the sharing of my information or change this authorization at any time by writing to any agency that is sharing my information. If I withdraw this authorization in the future, I understand that it will not change the fact that my records were shared before that date.

I agree to allow _____ to share my records with people who work as employees, contractors, consultants or volunteers at the organizations that use the system or any non- organizations that otherwise assist in the course of providing the services for which I am applying. I understand a list of statewide agencies is being made available to me now.

I understand that additional organizations may join at any time and will also have access to my records for the previously stated purpose of coordinating access and delivery of services to me. I acknowledge being offered a copy of a list of those organizations that are presently either a registrant in the system or that otherwise may be contacted by system members or organizations with whom my records may be discussed in an effort to help me. I understand that upon my request any agency will furnish me with an updated copy of all participating agencies. I understand that due to the ever-changing nature of the services we provide or with which we coordinate, this list cannot be considered comprehensive.

My records may include information about me and my household such as name, address, employment, gender and age, about non-health services such as food, clothing, housing and financial assistance, about medical and mental health conditions, substance abuse treatment, and domestic violence issues that I currently have or have received treatment for in the past, and about services that I receive from organizations.

Agencies that have staff designated for the provision of alcohol or substance abuse education, treatment or prevention and that are regulated or assisted by the federal government are given higher protection under

a specific federal law (42 C.F.R. Part 2, 42 U.S.C. § 290dd-2). I understand that if the records or information being released about me is from a agency that is governed by that specific federal law, then I will be asked to sign a specific form authorizing the sharing of that information with a particular agency before it is shared.

Name of Client (print)

Date of Birth

Signature

Date signed

For Parent, Guardian or Personal Representative of Client (if applicable)

Signature

Relationship to Client

Date signed

NOTICE OF RIGHTS: Information in your records that you have or may have a communicable or noncommunicable disease is made confidential by law and cannot be disclosed without your permission except in limited circumstances including disclosure to persons who have had risk exposures, disclosure pursuant to an order of the court or the Department of Health, disclosure among health care providers or disclosure for statistical or epidemiological purposes. When such information is disclosed, it cannot contain information from which you could be identified unless disclosure of that identifying information is authorized by you, by an order of the court or the Department of Health or by law.

**APPENDIX J: CANCELLATION OF AUTHORIZATION FOR USE AND DISCLOSURE OF
INFORMATION
October 2007**

Cancellation of Authorization for use and disclosure of information



This form documents your request to withdraw the authorization you previously approved for [agency name] to share information about you with other organizations that use the system.

Name of Client (please print)

Date of birth

I withdraw the authorization previously given to [agency name] to share health information about me, called “protected health information” (PHI) with other organizations.

I understand that this cancellation is effective immediately upon my signature and that my information is removed from further disclosure. I also understand that withdrawing this authorization does not change the fact that information about me may have been shared while the authorization I gave was in effect.

I understand that if I wish to re-authorize the sharing of my information at a future time, I will need to sign a new authorization form.

Signature of Client

Date signed

For Personal Representative of Client (if applicable)

Signature of Personal Representative

Relationship to Client

Date signed

To be accepted, this written request must be delivered in person, or by postal mail or facsimile to [agency name] at the address below.

[agency name]

[c/o contact name]

[agency street address1]

[agency street address2]

[city, state, zip]

[facsimile number]

APPENDIX K: COC KEY TERMS AND GLOSSARY

REVISED AUGUST 2017

CoC Key Terms and Glossary

Advanced Reporting Tool (ART):

ART is part of Bowman System's ServicePoint which allows Agencies to query data and create standard or customized reports for analysis that can help them assess the functionality and effectiveness of their respective Agencies. ART is also the tool used for creating funding and state requirement reports.

AMI:

See Area Medium Income

ANNUAL HOMELESS ASSESSMENT REPORT (AHAR):

Each year, HUD publishes its Annual Homeless Assessment Report to Congress (AHAR). This report provides valuable information on the scope of homelessness and the needs of the persons served. It provides critical data to HUD and other policy makers so they can make informed decisions, and also provides the data that is the basis for the targets and goals set for the FSP. The data itself is collected by communities and reported to HUD in the CoC competition, and includes point-in-time data collected as a "snapshot" of the number and characteristics of persons who are homeless on a given night annually, as well as a longitudinal view of persons being served in emergency shelter, transitional housing, permanent housing and HPRP. It allows HUD to track trends in homelessness and make appropriate adjustments to its programs and policies to fit the need.

ANNUAL PERFORMANCE REPORT (APR):

A reporting tool used to track progress and accomplishments of HUD Shelter Plus Care (S+C), Supportive Housing Programs (SHP), Section 8 Moderate Rehabilitation for SRO, HOPWA, Continuum of Care (CoC), and Rural Housing Stability Program-funded projects on an annual basis.

ANNUAL RENEWAL DEMAND (ARD):

The amount of the Annual renewal projects for the Continuum of Care (CoC).

APPLICANT:

An eligible applicant that has been designated by the Continuum of Care (CoC) to apply for assistance on behalf of that Continuum.

ARD:

See Annual Renewal Demand.

AREA MEDIAN INCOME:

When working with an affordable housing project, the local government must pay close attention to the county's Area Median Income (AMI) 1. The majority of funding sources available to build affordable housing use AMI to determine household eligibility and selection. The US Department of Housing and Urban Development (HUD) estimates the median family income for an area each year and adjusts that amount for family size so that family incomes may be expressed as a percentage of the AMI. These percentages of AMI have been divided by HUD into income categories.

ART:

See Advanced Reporting Tool

CAPER:

See Consolidated Annual Performance and Evaluation Report

CASH INCOME SOURCE:

HUD will assess CoC performance in assisting program participants with accessing cash income sources to demonstrate performance. Providers will select from the income sources listed in HMIS such as: Earned Income, Unemployment Insurance, SSI, SSDI, Veteran's Disability, Private Disability Insurance, Worker's Compensation, TANF or equivalent, Retirement (Social Security), Veteran's Pension, Pension from former Job, Child Support, Alimony (Spousal Support), Other Source, and No Sources.

CFR:

See Code of Federal Regulations

CHO:

See Covered Homeless Organization

CHRONICALLY HOMELESS:

1. A "homeless individual with a disability," as defined in the Act, who:
 - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - Has been homeless (as described above) continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months. Occasions separated by a break of at least seven nights. Stays in institution of fewer than 90 days do not constitute a break
2. An individual who has been residing in an institutional care facility for fewer than 90 days and met all the criteria in paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

<https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

CLIENT:

An individual about whom a Contributing HMIS Organization (CHO) collects or maintains personally identifiable information:

- Because the individual is receiving, has received, may receive, or has inquired about assistance from a CHO; or
- In order to identify needs, or to plan or develop appropriated assistance within the CoC

CODE OF FEDERAL REGULATIONS (CFR):

The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government. It is divided into 50 titles that represent broad areas subject to federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.

COLLABORATIVE APPLICANT:

Eligible applicant designated by the Continuum of Care (CoC) to apply for a grant for Continuum of Care **Planning Funds** under Part 578 on behalf of the Continuum

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER):

Monthly/Quarterly/Annual performance report for the Emergency Solutions Grantees Consolidated Plan.

CONSOLIDATED PLAN:

A document written by a state or local government describing the housing needs of the low- and moderate-income residents, outlining strategies to meet these needs, and listing all resources available to implement the strategies. This document is required in order to receive HUD Community Planning and Development funds.

CONTINUUM OF CARE (CoC):

The composed representatives of organizations including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless person organized to carry out the responsibilities of the Continuum of Care established under 24 CFR part 578.

COC APPLICATION:

Formerly known as the Exhibit 1 of the Super NOFA Grant for Continuums of Care.

CONTINUUM OF CARE (CoC) CONSOLIDATED APPLICATION:

CoC Registration process must designate a **Collaborative Applicant to submit** the CoC Consolidated Application on behalf of the CoC. Collaborative Applicants will not be able to

access the CoC Consolidated Application in *e-snaps* if the CoC does not have an approved Registration.

CONTINUUM OF CARE (CoC) PLANNING ACTIVITIES:

CoCs have the dual role of planning and operating programs, and use data collected through Homeless Management Information Systems (HMIS) to inform planning decisions and track performance at both the project and systems levels. Eligible activities include: CoC planning activities, acquisition, rehabilitation and new construction for capital projects, leasing, rental assistance, housing operations, HMIS, supportive services, and administration.

CONTINUUM OF CARE (CoC) PROJECT APPLICANT (formerly known as Exhibit 2):

A project, which may or may not be funded by HUD, that provides services and/or lodging and is identified by the CoC as part of its service system, and whose primary purpose is to meet the specific needs of people who are homeless or at risk of homelessness. CoC projects can be classified as either one that provides lodging (lodging project) or one that does not provide lodging (services project).

CONTRIBUTING CONTINUUM OF CARE (CoC) PROJECT:

A CoC project that contributes Protected Identifying Information (PII) or other client-level data to an HMIS.

CONTRIBUTING HMIS ORGANIZATION (CHO):

An organization that operates a project that contributes data to an HMIS.

COVERED HOMELESS ORGANIZATION:

Any organization (employees, volunteers, and contractors) that records, uses or processes Protected Personal Information.

CPD:

See Community Planning and Development.

DUNS NUMBER and SAM:

Project applicants are required to register with Dun and Bradstreet to obtain a DATA Universal Numbering System (DUNS) number, if they have not already done so, and complete or renew their registration in the System for Award Management (SAM). In July 2012, the CCR converted to the System for Award Management (SAM) found at www.SAM.gov. The new SAM website incorporates requirements for Central Contractor Registration (CCR). HUD will not enter into a grant agreement with an entity that does not have a DUNS Number or an active SAM.

ELIGIBLE ACTIVITIES/COMPONENTS:

SHP funding is generally available to support activities in supportive housing projects. Such as, Permanent Housing, Transitional Housing, and Supportive Services Only (SSO).

ELIGIBLE APPLICANTS:

Eligible applicants include States, local governments, other government agencies (such as public housing agencies), private nonprofit organizations, and community mental health associations that are public nonprofit organizations.

EMERGENCY SHELTER:

Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

EMERGENCY SOLUTION GRANT PROGRAM (ESG):

Program was revised under the HEARTH Act to broaden existing emergency shelter and homeless prevention activities and to add rapid re-housing activities. A federal program grant designed to help improve the quality of existing emergency shelters for the homeless, to meet the costs of operating shelters, to provide essential social services to homeless individuals, and to help prevent homelessness. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

ESG:

See Emergency Solution Grant Program. Formerly known as the Emergency Shelter Grant.

E-SNAPS:

Online registration, application and grant management system for HUD's Continuum of Care (CoC) Programs. In 2008, HUD launched the e-snaps program, a grants management system designed to move HUD from a paper-based competition system to an electronic one.

FAIR MARKET RENT (FMR):

Primarily used to determine payment standard amounts for the Housing Choice Voucher program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment contracts in the Moderate Rehabilitation Single Room Occupancy program, and to serve as a rent ceiling in the rental assistance program. Rent Schedules published in Federal Register which establishes maximum eligible rent levels allowed under Section 8 program by geographic area.

FEDERAL STRATEGIC PLAN TO PREVENT AND END HOMELESSNESS:

In 2010, the United States Interagency Council on Homelessness (USICH) published the Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (FSP). The FSP employs a partnership between government and the private sector to reduce and end homelessness and maximizes the effectiveness of the Federal Government in contributing to the end of homelessness.

FLEEING / ATTEMPTING TO FLEE DOMESTIC VIOLENCE (HUD DEFINITION):

Any individual or family who:

- (i) Is fleeing, or is attempting to flee, domestic violence;
- (ii) Has no other residence; AND
- (iii) Lacks the resources or support networks to obtain other permanent housing.

FMR:

See Fair Market Rent.

GIW:

See Grant Inventory Worksheet.

GOVERNANCE AGREEMENT:

A governance agreement between the CoC and HMIS lead agency. A governance agreement includes all procedures and policies needed to comply with the HMIS requirements that is reviewed, followed, and updated annually.

GRANT DURATION:

Renewal grants 1 year terms. The term of new grants is 3 years.

GRANT INVENTORY WORKSHEET (GIW):

GIW's are used to provide CoCs and HUD Field Offices with information about CoC program grants that are eligible for renewal.

GROSS ANNUAL INCOME:

The total income, before taxes and other deductions, received by all members of the tenant's household. There shall be included in this total income all wages, social security payments, retirement benefits, military and veteran's disability payments, unemployment benefits, welfare benefits, interest and dividend payments and such other income items.

HDX:

See Homeless Data Exchange.

HEAD of HOUSEHOLD (HH):

An adult client or minor (if no adult is present) who is identified as the head of the household. Unless otherwise defined by a federal agency, it is up to each CoC to identify.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

HIPAA of 1996 is a broad Federal Act that imposes standards and rules on every facet of the health care industry. Health care providers, health plans and health care clearinghouses have specific responsibilities under the Privacy and Security Rules of the Administrative Simplification portion of the HIPAA law.

HEARTH ACT:

An Act was signed into law on May 20, 2009 (Pub. L. 111-22). This new law implements a variety of measures directed toward keeping individuals and families from losing their homes. Division B of this new law is the Homeless emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH ACT). The HEARTH ACT consolidates and amends three separate homeless assistance programs carried out under the title IV of the McKinney-Vento Homeless Assistance Act into a single grant program that is designed to improve administrative efficiency and enhance response coordination and effectiveness in addressing the needs of homeless persons. The single Continuum of Care (CoC) program established by the HEARTH Act consolidates the following programs: The Supportive Housing Program (SHP), the Shelter Plus Care (S+C) program, and the Moderate Rehabilitation/Single Room Occupancy (SRO) program.

HH:

See Head of Household.

HHS:

The Department of Health and Human Services.

HIC:

See Housing Inventory Count.

HIPAA:

See Health Insurance Portability and Accountability Act.

HMIS LEAD:

An organization designated by a Continuum of Care (CoC) to operate the HMIS on its behalf.

HMIS VENDOR:

A contractor who provides materials or services for the operation of an HMIS. An HMIS vendor includes HMIS software (ServicePoint) provider, web server host, data warehouse provider, as well as a provider of other information technology or support.

HOMELESS:

An individual or family who lacks a fixed, regular, and adequate nighttime residence; as well as an individual who has a primary nighttime residence that includes living on the street, in a shelter/transitional housing, or an individual who is exiting an institution where he or she resided for *90 days or less* and who resided in a shelter or place not meant for human habitation *immediately* before entering that institution.

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):

An HMIS is data collection software designed to capture information over time on the characteristics of person(s) experiencing homelessness. The HMIS is used to record, analyze, and transmit client and activity data in regard to the provision of shelter, housing, and services to individuals and families who are experiencing homeless or at risk of experiencing homelessness.

HOMELESS PREVENTION:

Activities or programs designed to prevent the incidence of homelessness, including, but not limited to: (1) short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices; (2) mediation programs for landlord-tenant disputes; (3) legal services programs that enable representation of indigent tenants in eviction proceedings; and (4) other innovative programs and activities designed to prevent the incidence of homelessness.

HOMELESS VETERANS:

HUD's goal is to end homelessness among veterans by 2015. While the implementation of HUD-VASH is the cornerstone of the Department's portion of the goal, the targeted programs funded through the HAG account also play an important role. In 2011, the VA agreed to allow their housing and service providers to participate in local Homeless Management Information Systems (HMIS) so that CoCs can more accurately count and determine service needs for veterans in their geographic area. In 2010, for the first time and annually since, HUD and VA issued a joint report on homeless veterans as a supplement to the AHAR. This data is used to determine the allocations for HUD-VASH, which is administered jointly by HUD and VA.

HOMELESSNESS DATA EXCHANGE (HDX):

An online tool designed to allow CoC's to submit data to HUD including the Housing Inventory Chart (HIC), Point-In-Time (PIT), Annual Homeless Assessment Report (AHAR) and System Performance Measures (SPM).

HOPWA:

Housing Opportunities for Persons with AIDS.

HOUSEHOLD:

For general HMIS purposes, a household is a single individual or a group of person who apply together to a CoC project for assistance and who live together in one dwelling unit or, for person who are not housed, who would live together in one dwelling unit if they were housed. This broad definition may be superseded by more prescriptive definitions of a household required for a particular agency.

HOUSING INVENTORY COUNTY (HIC):

An inventory of beds for homeless persons, including seasonal and overflow beds.

HRE:

See Homeless Resource Exchange.

HUD:

The U.S. Department of Housing and Urban Development, part of the President's Cabinet-level Administration, was created under the Urban Development Act of 1965. HUD has responsibility for all federal housing policies and programs. Also see U.S. Department of Housing and Urban Development.

IMMINENT RISK OF HOMELESSNESS (HUD DEFINITION):

Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; AND (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing

INADEQUATE HOUSING:

Housing with severe or moderate physical problems, as defined in the American Housing Survey (AHS) since 1984. A unit is defined as having severe physical problems if it has severe problems in any of five areas: plumbing, heating, electrical system, upkeep, and hallways.

INDIAN TRIBE:

Any Indian tribe, band, group, and nation, including Alaska Indians, Aleuts, and Eskimos, and any Alaskan Native Village, of the United States, which is considered an eligible recipient under the Indian Self-Determination and Education Assistance Act.

INDIVIDUALS AND FAMILIES (HUD DEFINITION):

An individual or family who:

- (i) Has an annual income below 30% of median family income for the area; AND
- (ii) does not have sufficient resources or support networks immediately available to prevent

them from moving to an emergency shelter or another place defined in Category 1 of the "Homeless" definition; AND

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance: OR

(B) Is living in the home of another because of economic hardship; OR

(C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of the application for assistance; OR

(D) Lives in a hotel or motel and the cost is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR

(E) Live in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR

(F) Is exiting a publicly funded institution or system of care: OR

(G) Otherwise live in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan

INTERIM RULE:

When an interim rule is published, it is in effect until comments are taken in and a final rule is published. A *proposed rule*, on the other hand, is suggestive language up for comment that is not effective until final language is published.

LEASING:

Grantees may lease structures to provide supportive housing or supportive services, or individual units.

LITERALLY HOMELESS:

Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) Has a primary nighttime residence that is a public or private place not meant for human habitation. (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelter, transitional housing, and hotels and motels paid for by charitable organization or by federal, state and local government programs); OR (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

McKinney-Vento HOMELESS ASSISTANCE ACT:

The CoC Program is authorized by subtitle C of title IV of this Act, as amended (42 U.S.C. 11381-11389) (the "Act").

MEMORANDUM OF AGREEMENT:

MOA is signed by each organization that uses . These agreements ensure that each organization understands and accepts their responsibilities in protecting the privacy and security of client data.

MEMORANDUM OF UNDERSTANDING:

A **memorandum of understanding (MOU)** is a nonbinding agreement between two or more parties outlining the terms and details of an understanding, including each parties' requirements and responsibilities. An **MOU** is often the first stage in the formation of a formal contract.

MOA:

See Memorandum of Agreement.

MOU:

See Memorandum of Understanding.

NOFA:

See Notice of Funding Availability.

NOTICE OF FUNDING AVAILABILITY (NOFA):

Notice of Funding Availability for HUD's FY 20XX Comprehensive Housing Counseling Grant Program Only HUD-approved housing counseling agencies and State Housing Finance Agencies are eligible to apply directly to HUD for the Comprehensive Housing Counseling Program NOFA. Please see Section II. B. "Eligible Applicants," Paragraph 1.

OFFICE OF MANAGEMENT AND BUDGET (OMB):

Assists in overseeing the preparation of the federal budget and supervises its administration in Executive Branch agencies. In helping to formulate the President's spending plans, OMB evaluates the effectiveness of agency programs, policies, and procedures, assesses competing funding demands among agencies, and sets funding priorities.

OMB:

See Office of Management and Budget.

OPENING DOORS:

2010 Federal Strategic Plan to Prevent and End Homelessness:

<https://www.hudexchange.info/resources/documents/Opening-Doors-Through-Multifamily-Housing-Toolkit-for-Implementing-a-Homeless-Preference.pdf>

OPERATING COST:

Costs associated with the physical, day-to-day operations of a supportive housing facility and requiring cash payments are eligible, such as maintenance and repair, operations staff, utilities, equipment, supplies, insurance, food, relocation, and furnishings. In addition, grantees must provide a cash contribution equal to __25 percent of the total operating costs budget.

PREVENTION ASSISTANCE and TEMPORARY HOUSING (PATH):

The State PATH Contacts and PATH program grantees. PATH Program participation in HMIS provides for client care coordination and the generation of the PATH Annual Report, in addition to other benefits to clients and PATH program grantees.

PATH:

Prevention Assistance and Temporary Housing (PATH)

PERMANENT HOUSING:

Supportive housing for persons with disabilities; Each permanent supportive housing project is expected to report the percentage of participants remaining in permanent supportive housing for more than six months on its APR. More than 80% of the clients should stay 6 months.

PHA:

See Public Housing Agency.

PII:

See Protected Identifying Information.

PIT:

See Point-in-Time.

POINT-IN-TIME (PIT):

Annual count of homeless persons, including sheltered and unsheltered. Also see Unduplicated Count of Homeless Person.

PPI:

See Protected Personal Information.

PROGRAM COMPONENTS:

SHP features six components – or approaches – to help homeless people achieve independence. Applicants may choose the approach that best suits the needs of the people they intend to serve.

PROJECTED ADMINISTRATIVE COSTS:

A percentage of any grants awarded under SHP may be used for paying the costs of administering the assistance (i.e., the costs associated with reporting to HUD).

PROJECT APPLICANTS:

Eligible project applicants for the CoC Program. Formerly known as Exhibit 2.

PROPOSED RULE:

A proposed rule is suggestive language up for comment that is not effective until final language is published. Also view interim rule.

PROTECTED IDENTIFYING INFORMATION (PII):

Information about a project participant that can be used to distinguish or trace the participant's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used, which is linkable to the project participant.

PROTECTED PERSONAL INFORMATION (PPI):

Information about a project participant that can be used to distinguish or trace the participant's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used, which is linkable to the project participant.

RAPID RE-HOUSING (RRH):

Assistance aims to help individuals or families who are homeless move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services.

RELOCATION COST:

Cost associated with moving a client to another home or town. There are restrictions so make sure to read the ESG regulations for more details.

RENTAL ASSISTANCE:

Cost associated with paying all or a percentage of an individual or families rent so they will not be evicted and become homeless.

REQUIREMENTS AND RESPONSIBILITIES:

Grant recipients are required to regularly monitor their clients' progress in meeting performance measures. In addition to recordkeeping purposes, HUD requires recordkeeping and annual progress reports. Grantees are also expected to make changes in their program or adjust performance measures in response to ongoing evaluation of their progress.

RELEASE OF INFORMATION (ROI):

Is a statement signed by the client authorizing information to be share about the client's situation to area agencies which provide additional services.

ROI:

See Release of Information

RRH:

See Rapid Re-Housing.

SAFE HAVEN:

A form of supportive housing that serves hard-to-reach homeless persons with severe mental illness and other debilitating behavioral conditions that are on the street and have been unable or unwilling to participate in housing or supportive services. It is expected that clients will be reengaged with treatment services as they become stabilized and learn to trust service providers.

SAM:

See System for Award Management.

SECTION 8 EXISTING RENTAL ASSISTANCE:

Provides rental assistance to low-income families who are unable to afford market rents. Assistance may be in the form of vouchers or certificates. Assistance payment program administered by local Public Housing Authorities (PHAs). Housing certificates are issued primarily to very low-income families and a limited number of low-income individuals with a limit on the amount based on local Fair Market Rents (FMRs).

SERVICES PROJECT:

Does not provide lodging and whose primary purpose is to provide services that meet the specific needs of people who are homeless or at risk of homelessness. This includes projects type: Street Outreach, Day Shelter, Services Only and Other.

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):

Is the homeless management information system utilized by a collaborative of agencies providing services to people currently or formerly experiencing homelessness with the Continuum of Care (CoC). Currently serving 7 of the 8 Oklahoma continuums of care.

SHELTER PLUS CARE PROGRAM (S+C):

Authorized by title IV, subtitle F, of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act). S+C is designed to link rental assistance to supportive services for hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have acquired immunodeficiency syndrome (AIDS and related diseases) and their families. The program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities. Rental assistance grants must be matched in the aggregate by supportive services that are equal in value to the amount of rental assistance and appropriate to the needs of the population to be served. Recipients are chosen on a competitive basis nationwide. Generally speaking, SHP helps homeless people who are sleeping in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings, or those who are sleeping in an emergency shelter as a primary nighttime residence.

SOCIAL SECURITY DISABILITY INCOME (SSDI):

Benefits for people who are disabilities.

STREET OUTREACH (SO):

ESG & SSVF funds may be used for costs of providing essential services necessary to reach out to unsheltered [homeless](#) people; connect them with [emergency shelter](#), housing, or critical services; and provide urgent, nonfacility-based care to unsheltered [homeless](#) people who are unwilling or unable to access [emergency shelter](#), housing, or an appropriate health facility.

SUPPLEMENTAL SECURITY INCOME (SSI):

To qualify for benefits a client must meet all the following: 1) Have a significant physical or mental impairment 2) Their condition has lasted (or will last) for at least twelve month or it is expected to result in death 3) Unable to perform "Substantial gainful activity" that is a job of any type. Sometimes volunteer work will count if the work is "substantial".

SSDI:

See Social Security Disability Income.

SSVF:

See Supportive Services for Veteran Families.

SSI:

See Supplemental Security Income.

SSO:

See Supportive Services Only.

SUPPORTIVE HOUSING PROGRAM:

The program is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible. The Supportive Housing Program (SHP) helps develop housing and related supportive services for people moving from homelessness to independent living. Program funds help homeless people live in a stable place, increase their skills and their income, and gain more control over the decisions that affect their lives.

SUPPORTIVE SERVICES ONLY:

Supportive Services Only (SSO) projects address the service needs of homeless persons. Projects are classified as this component only if the project sponsor is not also providing housing to the same persons receiving the services.

SUPPORTIVE SERVICES FOR VETERANS ONLY (SSVF):

The Program focuses on securing and maintaining housing for Veterans who are currently homeless or would be homeless without this assistance. It provides temporary financial assistance and services to help persons gain housing stability. The goal is for Veterans in the SSVF program to remain stably housed after this temporary assistance ends.

SYSTEM FOR AWARD MANAGEMENT:

SAM, will integrate the eight current federal procurement systems and the Catalog of Federal Domestic Assistance into a single new, streamlined system. The systems which will eventually be combined into SAM are: CCR, FedReg, ORCA, EPLS, CFDA, eSRS, FOB, FPDS-NG, FSRS, PPIRS, and WDOL.

TRANSITIONAL HOUSING (TH):

The transitional housing component facilitates the movement of homeless individuals and families to permanent housing. Homeless persons may live in transitional housing for up to 24 months and receive supportive services that help them live more independently.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD):

Established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships — particularly with faith-based and community organizations — that leverage resources and improve HUD's ability to be effective on the community level.

UFA:

See Unified Funding Agent.

UNACCOMPANIED YOUTH CHILDREN and YOUTH (HUD DEFINITION) :

A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under other Federal statutes.

UNACCOMPANIED YOUTH:

Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition.

UNDUPLICATED COUNT:

An enumeration of homeless persons where each person is counted only once during a defined period of time.

UNIFIED FUNDING AGENT:

An eligible applicant selected by the Continuum of Care to apply for a grant for the entire continuum which has the capacity to carry out the duties in 24 CFR Part 578(b) which is approved by HUD and which HUD awards a grant.

UNIVERSAL DATA ELEMENTS (UDE):

Universal Data Elements (UDE) is the minimum data a provider collects from their client. The CoC and HMIS ensure that the quality of data entered into HMIS by provider organizations is accurate and captures the HUD specified UDE's.

UNIVERSAL DESIGN:

A design concept that encourages the construction or rehabilitation of housing and elements of the living environment in a manner that makes them usable by all people, regardless of ability, without the need for adaptation or specialized design.

UNSHELTERED COUNT:

The CoC used results from the most recent point-in-time count of unsheltered persons to help determine unmet need.

USER:

An employee, volunteer, affiliate, associate and any other individual who uses or enters data in the HMIS or another administrative database from which data are periodically provided to the HMIS.

VA:

The Department of Veterans Affairs.

VASH:

See Veterans Affairs Supportive Housing Program.

VETERANS AFFAIRS SUPPORTIVE HOUSING PROGRAM (VASH OR HUD-VASH):

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics.

VICTIM SERVICE PROVIDER:

A private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing projects, and other projects.

HMIS STANDARD REPORTING TERMINOLOGY GLOSSARY (Released June 2017)

Additional Glossary Terms: <https://www.hudexchange.info/resources/documents/HMIS-Standard-Reporting-Terminology-Glossary.pdf>

Shawnee Continuum of Care

CONTINUUM OF CARE RESPONSIBILITIES OF CONTINUUM OF CARES

JULY 2023



Table of Contents

Code of Federal Regulations	3
OPERATE THE CONTINUUM OF CARE.....	3
DESIGNATING AND OPERATING AN HMIS.....	4
CONTINUUM OF CARE PLANNING.....	5
VAWA EMERGENCY TRANSFER PLAN.....	5

Code of Federal Regulations

Responsibilities of the Continuum of Care

OPERATE THE CONTINUUM OF CARE.

The Continuum of Care must:

- (1) Hold meetings of the full membership, with published agendas, at least semi-annually
- (2) Make an invitation for new members to join publicly available within the geographic at least annually
- (3) Adopt and follow a written process to select a board to act on behalf of the Continuum of Care. The process must be reviewed, updated, and approved by the Continuum at least once every 5 years
- (4) Appoint additional committees, subcommittees, or workgroups
- (5) In consultation with the collaborative applicant and the HMIS Lead, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with subpart B of this part and with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board
- (6) Consult with recipients and subrecipients to establish performance targets appropriate for population and program type, monitor recipient and subrecipient performance, evaluate outcomes, and take action against poor performers
- (7) Evaluate outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program, and report to HUD
- (8) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area,
- (9) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:
 - Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;

- Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));
- Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));
- Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;
- Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8)); and

Where the Continuum is designated a high-performing community, as described in subpart G of this part, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix).

DESIGNATING AND OPERATING AN HMIS

The Continuum of Care must:

- (1) Designate a single Homeless Management Information System (HMIS) for the geographic area;
- (2) Designate an eligible applicant to manage the Continuum's HMIS, which will be known as the HMIS Lead;
- (3) Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.
- (4) Ensure consistent participation of recipients and subrecipients in the HMIS; and
- (5) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

CONTINUUM OF CARE PLANNING

The Continuum must develop a plan that includes:

- (1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
 - Outreach, engagement, and assessment;
 - Shelter, housing, and supportive services;
 - Prevention strategies.
- (2) Planning for and conducting, at least biennially, a point-in-time count of homeless persons within the geographic area that meets the following requirements:
 - Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
 - Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
 - Other requirements established by HUD by Notice.
- (3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area
- (4) Providing information required to complete the Consolidated Plan(s) within the Continuum's geographic area
- (5) Consulting with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and subrecipients.

VAWA EMERGENCY TRANSFER PLAN

The Continuum of Care must develop the emergency transfer plan for the Continuum of Care that meets the requirements under § 578.99(j)(8).



Public Works Department
111 S. Kickapoo St.
Shawnee, OK 74801
ShawneeOK.org

Date: August 21, 2023
To: Board of City Commissioners
From: Brad Schmidt, Public Works Director
Subject: Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and authorizing disposal at the City's discretion.

Background: In the late 1990's, the City of Shawnee accepted a donation of several hundreds of snowflakes from local businesses as well as private citizens. For many years, the Public Works Department used these snowflakes to decorate pre-wired street lighting poles.

Over time, most of the snowflakes ceased to be functional. More recently, the City's lighting provider, Oklahoma Gas & Electric (OG&E), has also advised City staff that the majority of lighting poles no longer provide the needed electrical connection.

At this time, approximately 300 snowflakes remain, of which only a few are still operational. City staff is requesting that the remaining snowflakes be declared surplus and no longer needed for City purposes.

Financial Impact: None

Attachments: Snowflake Surplus Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING SALE OR 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:

- 1) Approximately 300 Pre-lit Snowflakes

Said property is hereby declared as City owned property which is surplus and no longer needed for City purposes; that the City of Shawnee is authorized to sell or dispose of said items at the City of Shawnee's discretion.

PASSED AND APPROVED this ____ day of ____, 2023.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK



Community Development Department
16 W. 9th Street
Shawnee, OK 74801
shawneeok.org

Date: August 21, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a contract renewal between Central Oklahoma Community Action Agency and the City of Shawnee's Community Development Block Grant program for administration of Transitional Housing for Shawnee Urban Renewal Authority property.

Background: This is a request for the City Commission to review and approve the renewal of a contract between the Central Oklahoma Community Action Agency (COCAA) and the City of Shawnee Community Development Block Grant (CDBG) program to provide administrative services for transitional housing for a Shawnee Urban Renewal Authority (SURA) home located at 1309 E. Highland, Shawnee, OK 74801.

The Central Oklahoma Community Action Agency has provided transitional housing administration for the City of Shawnee in the past. Through this program, COCAA has successfully guided many families and individuals to permanent housing, and they also possess an excellent property maintenance track record.

Financial Impact: One dollar of program income will be received into the CDBG Program

Attachments: COCAA - 1309 E. Highland - 23-24 FY Contract Renewal - partial signature

Staff Recommendation: Approval of the item

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
BETWEEN THE CITY OF SHAWNEE AND
THE CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY**

This Contract is made and entered into on this 1 day of JULY 2023, by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Central Oklahoma Community Action Agency, an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

WHEREAS, the City manages certain Community Development Block Grant (CDBG) properties from the Housing and Urban Development (HUD) contract; and,

WHEREAS, the City has engaged Central Oklahoma Community Action Agency to administer the Transitional Housing program to provide homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing.

WHEREAS, Central Oklahoma Community Action Agency will pay one dollar (\$1.00) annually to the City of Shawnee Urban Renewal Authority to be used as program income, covering the fiscal year from July 1, 2023 to June 30, 2024; and,

WHEREAS, the City has selected Central Oklahoma Community Action Agency as a subrecipient to administer the Transitional Housing Program for the City of Shawnee; and,

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient to provide homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing. Transitional housing may be used to cover the costs of housing with accompanying supportive services for program participants pursuant to federal rules and regulations. Program participants must have a lease (or sublease) or occupancy agreement in place when residing in transitional housing. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.

- C. Scope of Engagement. Subrecipient shall provide transitional housing to qualified residents for one year from the date of execution of this contract. Such scope of services (“services”) shall include the following:
 - 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
 - 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
 - 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
 - D. Term. This contract shall be effective through June 30, 2023, and all services required under this Contract shall be completed within that time.
 - E. Grant Funds Approved. City shall provide residential property located at 1309 E. Highland for the purpose of transitional housing.
 - F. Payment to City. Subrecipient shall submit either to the City on or before July 1, 2022, in the amount of one dollar and no/100.
 - G. Timeliness. All reporting and annual request for contract renewal shall be submitted in writing, thirty (30) days prior to the expiration of current contract.
2. Records and Reports:
- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR § 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
 - B. Provide City with quarterly accomplishment reports for the duration of the project, with a final report due within fifteen (15) days after contract expiration. Such reports shall be on a form provided by the City and shall include, at a minimum, lease agreement with occupants, income documentation, program usage, number of participants, demographics and expenditures and shall be due to the City CDBG Office on or before the 10th day of each month.
 - C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.

- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements: Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) 2 CFR Part 200 “Uniform Administrative Requirements, Cost principles, AND Audit Requirements of Federal Awards” (OMB Uniform Guidance), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
- 1) The City’s responsibilities described at 24 CFR § 57-.604; and
 - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
- B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than seven hundred fifty thousand dollars (\$750,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
- D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein. Subrecipient agrees to maintain the property free from the illegal use, possession, or distribution of illegal drugs or

alcohol. Evidence of use, possession, or distribution of illegal drugs or alcohol shall result in immediate eviction of tenants by the City and/or the Subrecipient.

- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
- F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.

6. Suspension and Termination:

- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
- B. Upon default by Subrecipient, City may:
 - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
 - 2) Disallow all or part of the cost of the activity or action not in compliance; and
 - 3) Suspend or terminate, in whole or in part, this Contract; and
 - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
 - 5) Take any other legally available remedy.
- C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipment or improvements have any value, unless the City declines its option or releases its security interest.

7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein. Subrecipient

agrees that if it should fail to comply with any provisions of this agreement, it shall be lawful for the City, at its option, to re-enter and take possession upon 30-day written notice to subrecipient, and thereupon this agreement shall terminate. Subrecipient agrees to remove all tenants occupying the property within the 30-day notice period so that the property will be vacant upon City re-entry. The failure of the Subrecipient to insist upon the strict performance of the terms of this agreement shall not be construed as a waiver of the City's right to later enforce provision of the agreement.

8. General:

A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
- 2) CDBG Staff may perform periodic site visits to ascertain that the contracted services are proceeding properly and in a satisfactory manner.
- 3) Mediate in the event of a dispute between Subrecipient and any contractor or client.

B. Duties of the Subrecipient.

- 1) Subrecipient agrees to pay, as they become due, all charges for utilities and other services, during the term of the agreement.
- 2) Subrecipient agrees to repair, maintain or replace as required any property damage caused by Tenant and routine maintenance up to \$2,500.00. All repairs in excess of \$2,500.00 must be approved by City prior to repairs being performed.
- 3) Subrecipient will be responsible for lawn maintenance and cleaning of the property.
- 4) Subrecipient agrees to keep the property in a clean and sanitary condition and to comply with all federal, state, and local laws and regulations, codes and ordinances, restrictive covenants, condominium declarations and bylaws, and homeowners' association rules.
- 5) Subrecipient agrees to obtain an occupancy permit if required and to reimburse City for any fines, penalties, and costs and all liability for violation or noncompliance with any requirements related to the property.

C. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws

or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.

- D. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage. During the term of the contract and any renewals thereof, subrecipient agrees to maintain casualty and liability insurance on said property.

E. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

F. Integration and Amendments.

- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
- 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
- 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.

- 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
 - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- G. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- H. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- I. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- J. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Pottawatomie, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- K. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

- L. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY: City of Shawnee
Attn: CDBG Department
16 W. 9th St.
Shawnee, OK 74801

SUBRECIPIENT: Central Oklahoma Community Action Agency
131 N. Bell Ave
Shawnee, Ok 74801

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

- M. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- N. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- O. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- P. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- Q. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein. Subrecipient shall enter into a sublease agreement with each homeless person(s), with said sublease agreement including the following minimum conditions:
- 1) The rental agreement shall provide for month-to-month tenancy under the law of the State in which the property is located and shall be limited to no longer than two years.
 - 2) The sublease shall notify the homeless person(s) that their tenancy is subject to the continuation of LESSEE's lease with LESSOR, and will be terminated in accordance with the requirements of State law upon any termination of LESSEE's lease, either at the initiation of the LESSEE, the end of the term

of LESSEE's lease with LESSOR, or by LESSOR upon failure of LESSEE to abide by the terms of the lease.

- 3) The homeless person(s) as tenant(s) agrees to refrain from using the property for unlawful purposes including, but not limited to, the illegal use, possession, or distribution of drugs or alcohol.
- 4) The LESSEE (as Landlord) agrees to maintain the property according to local code requirements.

R. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

S. Employment Verification. The City of Shawnee requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Shawnee are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.

T. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Date: _____

"CITY"
The City of Shawnee, Oklahoma,
an Oklahoma Municipal Corporation

City Manager

(SEAL)

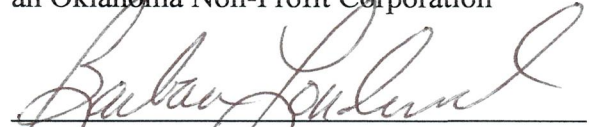
ATTEST:

City Clerk

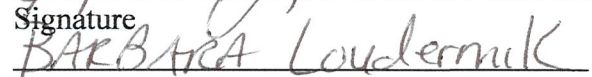
Date: _____

"SUBRECIPIENT"

Central Oklahoma Community Action Agency
an Oklahoma Non-Profit Corporation



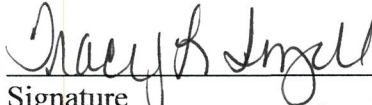
Signature



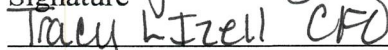
Printed Name and Title

7/26/23

SUBRECIPIENT WITNESS:



Signature



Printed Name and Title



Serving Cleveland, Lincoln, Logan, Pottawatomie and Seminole Counties



131 N. Bell
Shawnee, OK. 74801
Phone: (405) 275-6060
Cell: 405.408.8971
Fax: (405) 214-4326
Email: bloudermilk@cocaa.org
www.cocaa.org

Barbara Loudermilk, M.Ed.
Executive Director

TRACY L. IZELL
Notary Public, State of Oklahoma
Commission # 20001612
My Commission Expires 02-10-2024



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

Date: August 21, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consider an agreement between the City of Shawnee and the AARP for participation in the Senior Community Service Employment Program offered by the AARP Foundation.

Background: The City of Shawnee Parks and Recreation Department has participated in the AARP Foundation-sponsored "Senior Community Service Employment Program" (SCSEP) training since 2019. Within this program, AARP provides funding for qualified individuals, aged 55 years or more, to train at designed job sites with the goal of teaching job-related skills that may subsequently translate to unsubsidized work within the community. Within the Parks and Recreation Department, the City has had five participants who have assisted with Recreation Center operations since 2019. The average length of participant training is 6 to 12 months.

In early 2020, the City of Shawnee considered expanding the SCSEP to other departments within the City. An agreement was signed at that time, which made the City the "parent" organization for the SCSEP; however, due to the pandemic, the City was unable to expand the utilization of the program, and the agreement has since expired.

More recently, City departments have again expressed an interest in hosting AARP employee trainees, and the City would again like to pursue an agreement with the AARP for participation in the SCSEP. As a "parent" organization, the City would agree to provide meaningful training and work experience in exchange for federally subsidized community service hours by AARP Foundation SCSEP participants.

Financial Impact: None

Attachments: AARP SCSEP Agreement

Staff Recommendation: Approval of the item

Please review the below agreement, at the bottom you will have the opportunity to electronically sign and submit your renewal. If you have any questions please contact your local SCSEP Project Site Office.



Senior Community Service
Employment Program

HOST AGENCY AGREEMENT

Host Agency: City of Shawnee FEIN: 73-6005424

Address: 16 W. 9th St., Shawnee, OK - 74801

Phone: (405) 878-1601 Ext:

Fax:

The above named agency/organization, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation Senior Community Service Employment Agency.

This Agency is:

☒ A Non-Profit Organization.
(Tax exempt under the Internal Revenue code 501(c)(3))

☐ A Public Organization.

Participant Supervisor(s) are:

☐ Compensated with federal funds.

☐ Not compensated with federal funds.

The purpose of this agreement is for the host agency and AARP Foundation to enter a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation SCSEP participants.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. AARP Foundation acknowledges that participation as a host agency is voluntary and agrees to honor any host agency request in writing to reassign participants for any lawful reason. AARP Foundation may require documentation of the request, or the basis therefore.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training opportunities or unsubsidized employment goals outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete required programmatic activities and tasks which may include:
 - Accept referrals and interviews for employment outside the program.
 - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan ("IEP")
 - Accept transfers to other host agency assignments as necessary to further the participant's training and work experience.
 - Register and maintain registration with the State Employment Service and/or One Stop Center.
 - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.
- 5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. Participation in SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.
- 6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.
- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned under federal law.
- 8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law and assumes the risks of doing so. AARP Foundation is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.
- 9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant *Time & Attendance Reports* to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents – not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Because electronic transmittal of Time and Attendance Reports are required by regulation as the method of documenting participant stipend payments for trained hours, AARP Foundation must place participants at an alternative assignment if a host agency cannot comply with this requirement. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.
- 10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant, at its sole discretion. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor(DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification laws as it would for its own employees, and to immediately notify AARP Foundation of any incident. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to ensure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20pounds
- No step stools or ladders
- Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP Foundation and is carried out in accordance with this Section 12 and Section 13 below
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation.

(a) Only in exceptional situations can a participant transport other passenger(s) and only then with the approval of the national AARP Foundation SCSEP director. If a participant has been approved to engage in duties that include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) while engaged in the performance of those duties. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record(MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

(b) If the participant drives his or her own vehicle as part of his or her assignment beyond commuting, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments.

(c) The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment.

(d) A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) It is understood that each party shall indemnify, defend, and hold harmless the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein. For the Host Agency, this includes, without limitation, claims arising from participant conduct while under instructions from the Host Agency pursuant to the participant's assignment; claims of unpaid wages by participants that imply a breach of Section 15 hereunder; and claims arising from host agency's duty to maintain a safe working environment for participants. For AARP Foundation, this includes, without limitation, claims arising from failure to pay the training stipend despite submission of timesheets from Host Agency, or claims arising from the SCSEP enrollment process. For the avoidance of doubt, management and control over of a participant's tasks and whereabouts while on-site at a host agency constitutes performance of the host agency's duties under this agreement and does not constitute AARP Foundation performance. If defense against the claims on the indemnified party's behalf would give rise to a conflict of interest that cannot be reasonably waived, the indemnified party shall be entitled to separate counsel approved by the indemnifying party, such approval not to be unreasonably withheld. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages.

(a) It is also understood and agreed to that AARP Foundation SCSEP shall pay a wage stipend to participants assigned to the host agency only within the limits communicated to host agency at the onset of participant placement; federal regulation prohibits payment beyond those grant-prescribed limits. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer host agency shall compensate participant(s) for such time and comply with applicable law governing employment requirements.

16) It is understood that, by law, host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a. Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b. Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c. Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the *Time Attendance Report* in AARP Foundation records accessible by the U.S. Department of Labor. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in SCSEP databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the U.S. Department of Labor, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21)) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

22) No part of this agreement requires payment of fees by a party to the other.

Effective for PY23 ONLY(7/2023)

(Earlier Versions are no longer valid)

Below are the Sub site(s) associated with this HostAgency
Shawnee Senior Center

Signature: _____

Full Legal Name: _____

Title: _____

Date: _____

SAFETY IS NO ACCIDENT

07-03-2023

AARP Foundation SCSEP



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

Date: August 21, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing of a request for a Conditional Use Permit (CUP) for telecommunications housing on property located at 43008 East MacArthur Street.
Case No. CUP02-23 | Applicants: Tim & Donna Russell

Background: The subject property is located at 43008 E. MacArthur Street and contains a small engine repair shop. The request is for a Conditional Use Permit (CUP) to locate telecommunications housing for fiber optics north of (behind) the existing building. The property is zoned C-3 (Highway Commercial District). A communications tower is not requested in this application.

Findings:

- The subject property is located in C-3 zoning (Highway Commercial District) and conforms with the Comprehensive Plan.
- The proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- The proposed structures will be fenced and screened as required by the Zoning Code.

Conditions:

- Acknowledgment by the applicant that the Approval of a Conditional Use Permit (CUP) does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building and Fire Codes.
- Acknowledgment by the applicant that additional permits may be required, and standard inspections will be conducted.

Options:

- Approval of Case No. CUP02-23, to locate telecommunications housing at 43008 E. MacArthur Street with the conditions presented by staff.
- Denial of the application for CUP02-23, thus preventing the construction of the telecommunications sheds at the subject property.
- Deferral of Case No. CUP02-23 with a request for additional and specific information to a certain date.
- Approval of Case No. CUP02-23, to locate telecommunications housing at 43008 E. MacArthur

Street with the conditions presented by staff plus additional conditions.

Financial Impact: N/A

Attachments: STAFF CUP02-23, CUP02-23 Application, CUP02-23 Notice to PUBLISH, CUP02-23 photo 1, CUP02-23 photo 2, CUP02-23 Record of Action

Staff Recommendation: Approval of Case No. CUP02-23 for a Conditional Use Permit for telecommunications housing located at 43008 E. MacArthur Street, based upon the factors and conditions outlined in the staff report and the recommendation of the Planning Commission



Planning Commission Meeting – 8.2.2023 – City of Shawnee, Oklahoma

Staff Report | CUP02-23 | 43008 E. MacArthur Street

Date: 7.27.2023

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** - Public hearing and consideration of a request for a Conditional Use Permit (CUP) for telecommunications housing on property located at 43008 E. MacArthur Street.
Case No. **CUP02-23** | Applicant: Tim & Donna Russell

Background

The subject property is located at 43008 E. MacArthur Street and contains a small engine repair shop. The request is for a Conditional Use Permit (CUP) to locate telecommunications housing north (behind) the existing building. The property is zoned C-3 (Highway Commercial District).

Discussion

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. "The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located...." The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project."

In the Code, Section 22-331. Table 22-331. Permitted uses in Commercial Zoning Districts. The table indicates that in zoning district C-3, the use of "Communication towers/cell phone towers" is permitted subject to acquiring a Conditional Use Permit (CUP). At this location, however, a communications tower is not the request.

The companies, Bluepeak and MBO Networks, supply fiber optic internet and television. The two (2) telecommunications structures (sheds) will be located behind the existing structure. One shed will be approximately 120 sq. ft. and the other shed approximately 200 sq. ft. The area surrounding the sheds and their generators will be fenced and screened. A rendering of the proposed location and a photograph of a similar building follow this report.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designation of Low Intensity Commercial. According to the Comprehensive Plan, Low Intensity Commercial land use is defined, in part, as "Areas with easily accessed neighborhood commercial services." The enclosed area for the telecommunications sheds is an accessory use of the existing business. This Conditional Use Permit request, if granted, would conform with the Comprehensive Plan.

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of a public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed at the subject property.

Findings:

- The subject property is located in C-3 zoning (Highway Commercial District) and conforms with the Comprehensive Plan.
- The proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- The proposed structures will be fenced and screened as required by the Zoning Code.

Staff Recommendation:

Based on the review of the application and the listed Findings, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **CUP02-23** to locate telecommunications housing on property located at 43008 E. MacArthur Street with the following conditions:

- Acknowledgment by the applicant that the Approval of a Conditional Use Permit (CUP) does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building and Fire Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.

Recommendation Options:

- Approval of Case No. CUP02-23, to locate telecommunications housing at 43008 E. MacArthur Street with the conditions presented by staff.
- Denial of the application for CUP02-23, thus preventing the construction of the telecommunications sheds at the subject property.
- Deferral of Case No. CUP02-23 with a request for additional and specific information to a certain date.
- Approval of Case No. CUP02-23, to locate telecommunications housing at 43008 E. MacArthur Street with the conditions presented by staff plus additional conditions.

This CUP application will be heard at the City Commission meeting on Monday, August 21, 2023, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Community Development Department

16 W. 9th Street
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only
Case Number: CUP02-23
Project Number: _____
Date Filed: 6/29/2023
R. Clyne
Planning Commission Secretary

Received
Comm Dev
6/29/23 RC

REQUEST:

☐ Rezoning
☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

PROPERTY LOCATION (STREET ADDRESS): 43008 E. MacArthur St.

LEGAL DESCRIPTION: See Deed

PROPERTY OWNER(S): Tim & Donna Russell

PROPERTY APPLICANT: Tim & Donna Russell

APPLICANT'S ADDRESS: 1718 E. MacArthur St.

CITY: Shawnee

STATE: OK

ZIP: 74804

EMAIL ADDRESS: Smallenginesystems@gmail.com

TELEPHONE NUMBER: (405) 881-3565 CONTACT NUMBER: (405) 273-2329 Business

DIMENSIONS OF PROPERTY:

AREA: 1.94 Acres WIDTH: 170 Ft.

LENGTH: 505 Ft. FRONTAGE: 170 Ft.

CURRENT ZONING: C-3 Commercial CURRENT USE: Small Engine Repair

PROPOSED ZONING: _____

PROPOSED USE: _____

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

Donna Russell
Tim Russell
SIGNATURE OF APPLICANT

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE
RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____

DATE: 8/2/23

CITY COMMISSION ACTION: _____

DATE: 8/21/23

PLACE ON ZONING MAP: _____

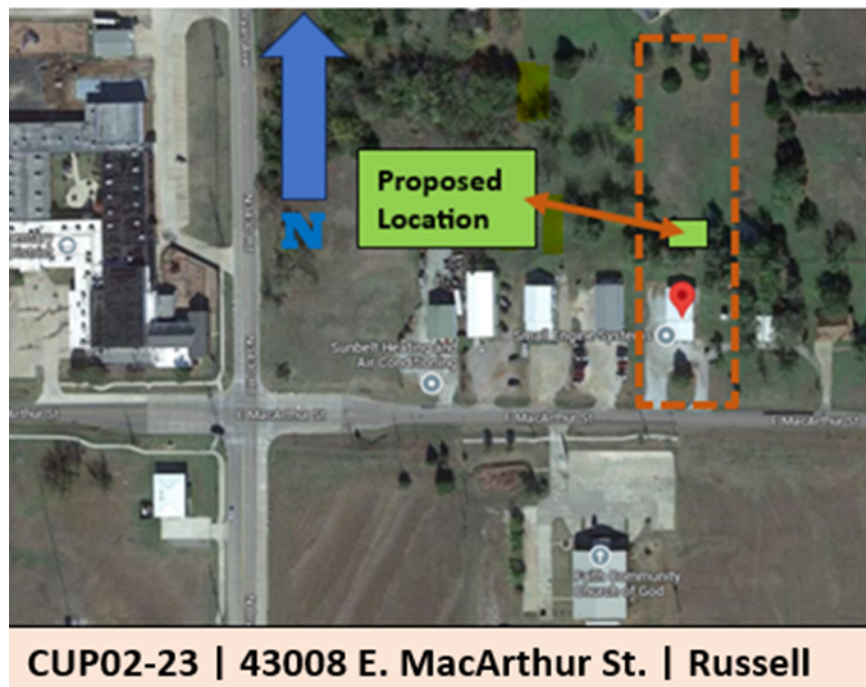
ORDINANCE NO.: _____

Publish July 7, 2023
NOTICE OF PUBLIC HEARING
Rezoning Request (CUP02-23)

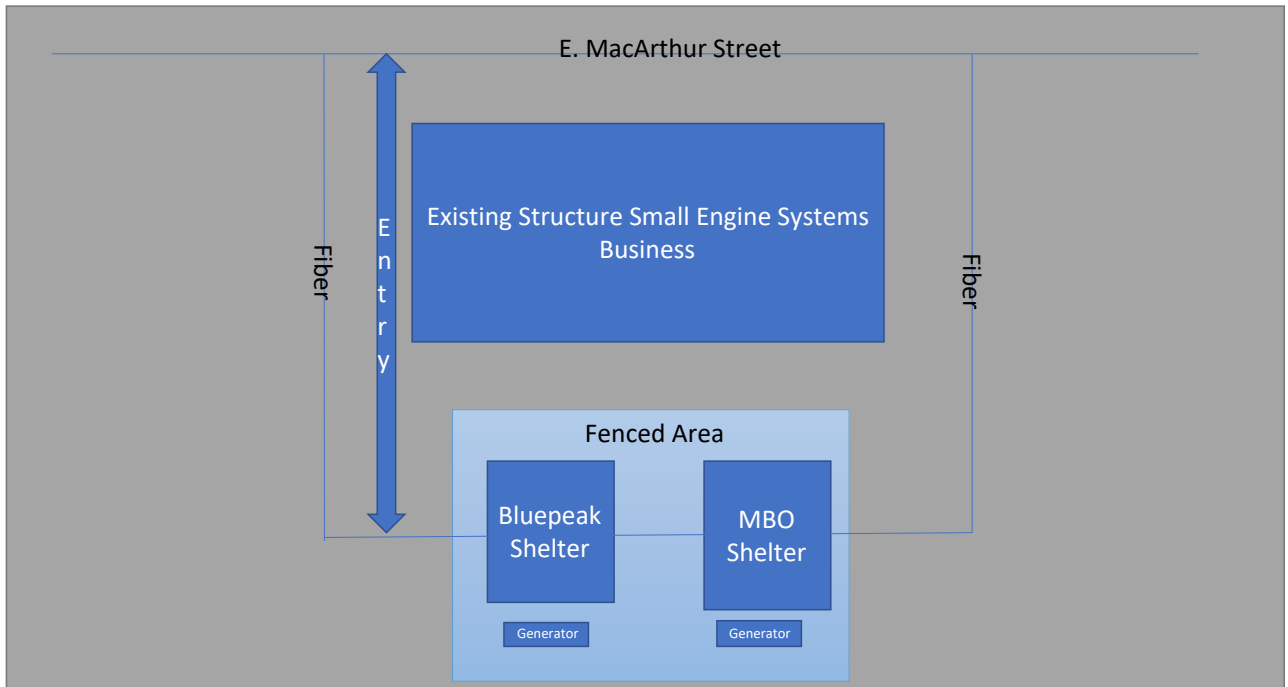
It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on August 2, 2023, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on August 21, 2023, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a request for a Conditional Use Permit (**CUP02-23**) for telecommunications housing located at 43008 E. MacArthur Street and described as:

A tract of land in the Southwest Quarter of Section 4, Township 10 North, Range 4 East of the 1.M., Pottawatomie County, Oklahoma, described as beginning at a point 585.49' East of the Southwest Corner of said Southwest Quarter; thence N01°32'32"W a distance of 533.48'; thence East a distance of 166.616'; thence S01°26'55"E a distance of 533.46'; thence West a distance of 165.744' to the point of beginning, containing 2.0298 acres, more or less,

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.



Shawnee Oklahoma





RECORD OF ACTION

DATE: AUGUST 3, 2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

CASE NO: CUPOZ-23 REQUEST: CONDITIONAL USE PERMIT (CUP)
for TELECOMMUNICATIONS HOUSING

Applicant: TIM and DONNA RUSSELL

Subject Property Address: 43008 E. MACARTHUR ST., SHAWNEE, OK

Legal Description: see attached notice

Current Zoning: C-3 Requested Zoning: no change

Staff Recommendation: APPROVAL WITH CONDITIONS

Planning Commission Meeting Date: 8.2.2023

PC Recommendation: APPROVAL WITH CONDITIONS

Conditions: see attached report

Vote: 6 -- 0 - 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER		Y	X			
JOHNSON			X			
REESE (CHAIR)			X			
MEW-PALMER						
BARRETT	Approve w/cond		X			
ROWELL			X			



Conditional Use Permit (CUP)

ADDRESS: 43008 E. MacArthur St., Shawnee, OK

CASE NUMBER: **CUP02-23**

USE APPROVED: Telecommunications Housing

CONDITIONS OF APPROVAL:

- Acknowledgment by the applicant that the Approval of a Conditional Use Permit (CUP) does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building and Fire Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.

UPON DUE NOTICE OF THIS PUBLIC HEARING AND CONSIDERATION OF COMMENTS AND RECOMMENDATIONS OF ALL INTERESTED PARTIES, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, DOES HEREBY AUTHORIZE THE CONDITIONAL USE OF THE LAND OR BUILDINGS TO OCCUR ON THE SUBJECT PROPERTY ACCORDING TO THE INFORMATION CONTAINED IN THE APPLICATION AND ILLUSTRATED ON THE SITE PLAN. THE USE PERMIT IS GRANTED WITH THE ABOVE-STATED CONDITIONS ON THIS _____ DAY OF _____, 20____.

ED BOLT, MAYOR
SHAWNEE CITY COMMISSION

(SEAL)

ATTEST:

LISA LASYONE, CITY CLERK



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

Date: August 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma amending portions of Chapter 4 "Alcoholic Beverages", by creating a complimentary beverage license for a certain purpose and providing for a definition; providing for severability; providing for codification; and providing for repealer.

Background: Chapter 4 of the City of Shawnee's Municipal Code currently addresses alcohol sales but does not account for complimentary drinks. To align with state regulations and assist diverse businesses, such as art galleries and hair salons, our City staff recommends introducing a new ordinance that relates to complimentary beverages. This addition to the City Code will result in a reduction in the annual license fee for businesses interested in offering complimentary drinks, bringing it in line with state licenses and those of our peer cities.

Financial Impact: N/A

Attachments: Ordinance

Staff Recommendation: Approval of the Item

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING PORTIONS OF CHAPTER 4 “ALCOHOLIC BEVERAGES”, BY CREATING A COMPLIMENTARY BEVERAGE LICENSE FOR A CERTAIN PURPOSE AND PROVIDING FOR A DEFINITION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR REPEALER.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, it is the intent of the City Commission to establish a complimentary beverage license;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

Section 1: Chapter 4 [Alcoholic Beverages], Article I [In General], Section 4-1. [Definitions] shall be amended to include the following:

Complimentary beverage license authorizes the licensee to provide, free of charge for on premises consumption only, no more than two (2) alcoholic beverages containing spirits, twelve (12) ounces of wine, or twenty-four (24) ounces of beer per day to a guest or client who is twenty-one (21) years of age or older. This license shall only be issued to businesses which involve retail sales or provide services to its clients including, but not limited to, furniture stores, art studios, nail salons, hair salons, cigar stores, clothing stores, bridal shops, or business support services.

Section 2: Chapter 4 [Alcoholic Beverages], Article I [In General], Section 4-3. [State license.] shall be amended to the following:

No person shall sell or provide intoxicating beverages or engage in any activity or perform any transaction or act whatsoever relating to intoxicating beverages for which a state license is required, without first having in his possession a current and valid state license therefor.

Section 3: Chapter 4 [Alcoholic Beverages], Article I [In General], Section 4-4. [City license; occupation tax levied.] shall be amended to the following:

- (a) No retailer, mixed beverage, beer and wine caterer, complimentary beverage licensee, or special event licensee; bottle club; manufacturer; wholesaler; or class B wholesaler whose principal place of business is in the city shall do business in the city until the occupation tax levied by this article has been paid in full to the city manager or designee and a receipt or license has been issued therefor by the city manager or designee. The

amount of occupation tax for each type of license is included in Chapter 4, Article I, Section 4-5.

- (b) The fees provided in the city fee schedule for a brewer's license and for a class B wholesaler's license shall be reduced by 75 percent if the applicant therefore is also the holder of a license to manufacture or wholesale any nonintoxicating malt beverages as provided for in Title 37 of the Oklahoma Statutes.

Section 4: Chapter 4 [Alcoholic Beverages], Article I [In General], Section 4-5. [Occupation tax schedules; expiration date of licenses.] shall be amended to the following:

- (a) There is levied an annual occupation tax, in an amount as described in the city fee schedule, for the privilege of operating as a retailer; mixed beverage, beer and wine caterer, complimentary beverage license, or special event licensee; bottle club; manufacturer; wholesaler; or class B wholesaler, whose principal place of business is located in the city.
- (b) The license fee for those service organizations, which are exempt under section 501(c)(19) of the Internal Revenue Code for mixed beverage or bottle club licenses, shall be in an amount as described in the city fee schedule per year.
- (c) All licenses, except as otherwise provided, shall be valid for one year from the date of issuance unless revoked or surrendered, provided that a special event license shall be valid for a period not to exceed ten consecutive days from the first day the license is valid, the date to be specified on the license.
- (d) If the county authorizes the sale of alcoholic beverages by the individual drink for on-premises consumption, the holder of a license, issued by the state alcoholic beverage laws enforcement commission, for a bottle club, may exchange the bottle club license for a mixed beverage license and operate the licensed premises as a mixed beverage establishment subject to the Oklahoma Alcoholic Beverage Control Act. There shall be no additional fee for such exchange, and the mixed beverage license issued shall expire one year from the date of issuance of the original bottle club license.

Section 5: Chapter 4 [Alcoholic Beverages], Article I [In General], Section 4-6. [Annual report of occupation taxes to state.] shall be amended to the following:

The city manager or designee shall make and transmit to the state alcoholic beverage control board an annual report, covering the fiscal year, showing the number and class of licenses upon which occupation taxes were levied and the amount of money collected from such taxes.

Section 6: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 7: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 8: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

PASSED AND APPROVED this _____ day of _____, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE COMPLIMENTARY BEVERAGE LICENSE FEE PURSUANT TO ARTICLE I OF CHAPTER 4 "ALCOHOLIC BEVERAGES" OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR THE READOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Chapter 4, Article I, Section 4-5, provides for the setting, and amending, of the complimentary beverage license occupation tax by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the complimentary beverage license occupation tax pursuant to Section 4-5.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. The complimentary beverage license tax shall be \$100.00 per year.

Section 2. **Adoption and Update of City Fee Schedule.** Attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit "A"), and the updated City Fee Schedule in whole (Exhibit "B"). This Resolution updates and amends City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

PASSED AND APPROVED this ____ day of _____, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
		Occupation Tax Schedules/Liquor License:				
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Complimentary Beverage License	\$100			
		Occupation Tax Schedules/Liquor License:				
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Brewer's License	\$1,250			
		Occupation Tax Schedules/Liquor License:				
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Oklahoma Brewer's License	\$125			
		Occupation Tax Schedules/Liquor License:				
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Distiller's License	\$3,125			
		Occupation Tax Schedules/Liquor License:				
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Winemaker's License	\$625			
		Occupation Tax Schedules/Liquor License:				
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	State winemaker's License	\$75			
		Occupation Tax Schedules/Liquor License:				
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Rectifier's License	\$3,125			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One- time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a) (1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a) (2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a) (3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-358	Administration	Human Rights. Maximum Fine		\$500		
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (1)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (2)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Complimentary Beverage License	\$100			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal -- Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovin es or equines. Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$1			
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	Animals	Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs. Kennels: Dog Kennel Operation Annual License	\$200			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$1			
Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals	Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
		Reinspection made because of defective work:				
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	First Occurrence	\$25			
		Reinspection made because of defective work:				
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Initial Electrical Contractor Fee	\$100			
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Annual Renewal Electrical Contractor Fee	\$75			
Part II Chapter 7 Art III Div 3 Sec 7-156 (e)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee-- 400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (c)	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: First Occurance	\$25			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-331(k)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-362(h)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			
CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art VI Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art VI Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art VI Div 3 Sec 8-256	Business, Permits, and Licenses	Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art VI Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art VII Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art VII Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art VII Sec 8-328 (a)	Business, Permits, and Licenses	Pawnbrokers: Bond			\$1,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	 \$100; \$10; \$20; \$30			
Part II Chapter 8 Art VIII Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VIII Sec 8-542(1)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
Part II Chapter 8 Art IX Div 1 Sec 8-398	Business, Permits, and Licenses	Violations penalty		\$500		
Part II Chapter 8 Art X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		
Part II Chapter 8 Art X Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	 \$25; \$10			
CHAPTER 9: CABLE COMMUNICATIONS						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)(1) (2)	Cable Communications	Liability and indemnification: insurance				General liability Insurance: Bodily injury per person-\$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000 Bodily injury per occurrence \$1,000,000. Property damage per occurrence - \$1,000,000.
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots:				
		Adult Lot;	\$500;			
		Infant Lot	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		If the City provides such services;	\$400			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Additional Tent Fee	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Opening and Closing Infant Graves	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. After 4:00PM Monday thru Friday an Overtime charge	\$250			
Part II Chapter 10 Sec 10-11	Cemeteries	fees. Overtime Charge Saturday prior to 12:00 Noon	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	fees. Overtime Charge for services on a nonfederal municipal holiday	\$600			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Lower Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$800 per niche			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art 1 Sec 12-26	Court			\$35		
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment-- Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		
Part II Chapter 12 Art VI Sec 12-149 (b)	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-3 (d)1	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-3(d)2	Fire Prevention and Protection	Conducting a carnival or fair fee	\$50			
Part II Chapter 13 Art I Sec 13-3(d)3	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			
Part II Chapter 13 Art I Sec 13-3(d)4	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-3(d)5	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-3(d)6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-3(d)7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.	\$100 per structure			
Part II Chapter 13 Art I Sec 13-3(d)8	Fire Prevention and Protection	Installation of an automatic fire-extinguishing system fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Modification to an automatic fire-extinguishing system fee. To include installation or modification of an automatic hood suppression system fee.	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of fire alarm and detection systems fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Modification to fire alarm and detection systems fee.	\$100			
Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Installation of fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3(d)11	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			
Part II Chapter 13 Art I Sec 13-3(d)12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-3(e)	Fire Prevention and Protection	Operational Permit Fee	\$50			
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Permit Processing Fee	.50¢			
Part II Chapter 13 Art I Sec 13-8(b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art II Sec 13-37 Sec 110.4 & Sec 112.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100 per site			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Permit Processing Fee	.50¢			
CHAPTER 14: FLOODS						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	\$100			
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		
CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
						\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to property arising from any one accident
Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				
		Emergency Calls:				
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Maximum Penalty		\$500		
		Emergency Calls:				
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
		Sprayers and Exterminators:				
Part II Chapter 15 Art III Sec 15-122 (a)	Health & Sanitation	Annual License Fee	\$25			
CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	\$8			
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	\$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	\$1,000			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			
CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art 1 Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Travel Trailer/RV Park.	\$30			
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for each space over 30 spaces	\$3			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine		\$100		
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - First Offense		\$100		
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c) (d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-7 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-8 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art I Sec 20-9	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-14 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-17 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art I Sec 20-17 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-18 (d)	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-21 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-22 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-24 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-27 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-32 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		

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Part II Chapter 20 Art I Sec 20-32 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-34 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-36 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-39 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		

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Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$500		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		

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Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		

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Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		

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Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	\$220; \$250; \$275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	\$175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	\$110 to \$185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	\$35			

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Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	\$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	\$35			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	\$25			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (2)(c)(2)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
Part II Chapter 22 Art IX Sec 22-750	Planning and Development	Application Fee	\$50.00			

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CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$18.54			
		Large Polycart (95 gallon)	\$23.36			
		Additional Polycart (95 gallon)	\$11.79			
		Solid Waste Service Only	\$23.36			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000

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Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
		If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks		\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
		Excavations:				
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Maximum Fine	\$10			
		Excavation:				
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Bond		\$500	\$2,000	
		Excavations:				
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	liability Insurance Coverage				\$5,000, \$10,000, \$5,000
		Streets:				
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Cut Fee	\$60			
CHAPTER 25: TAXATION						
		Failure or Refusal to Pay or Fraudulent Returns under this Section:				
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Maximum Fine		\$500		
		Failure or Refusal to Pay or Fraudulent Returns under this Section:				
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Maximum Fine		\$500		

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CHAPTER 26: UTILITIES						
CHAPTER 26 ARTICLE I GENERAL						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
CHAPTER 26 ARTICLE II WATER and SEWER						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits:				
		RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.94			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits:				
		COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
		Water Rates: The minimum charge for water used by consumers inside city limits:				
		INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			

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		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			

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Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:				
		RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.99			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$36.25			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			

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Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$16.26			
		Over 1,000	\$3.60			
		Sewer Rates: The charge for sanitary sewer use by consumers				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$20.35			
		Over 1,000	\$3.50			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.41			
		Over 1,000	\$5.24			

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		The rate for furnishing water for consumption outside the city				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$30.50			
		Over 1,000	\$5.24			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			

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Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
		(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities					
		(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities					
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
CHAPTER 26 ARTICLE III WATER						
		Furnishing to other premises:				
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Resetting the Meter Fee	\$25			
		Water--Drought Management Plans:				
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	<u>Fines:</u> 1st Violation;		Warning		
		Water--Drought Management Plans:				
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	<u>Fines:</u> 2nd Violation;		\$150 plus costs		

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Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	Water--Drought Management Plans: Fines: 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	Water--Drought Management Plans: Fines: 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			

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Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
		Removal, Plugging, Locking, and Resetting of City Water Meters:				
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fee	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
		Sewers:				
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities			\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities			\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	\$25			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58	Vegetation	License to Trim, Prune, or Remove: Liability Insurance			\$5,000, \$10,000, \$5,000	
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	on sale of well:	\$50			
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	\$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	Continuing Irrevocable Letter of Credit in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
		Annual Permit Fee:				
		<u>If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date</u>				
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas		\$150			
		Annual Permit Fee:				
		<u>If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date</u>				
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas		\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
		Enhanced Recovery System and Disposal Wells.				
		Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas					
		Enhanced Recovery System and Disposal Wells.				
		Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas					

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			
Part II Chapter 28 Art V Sec 28-196 (2) (d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000



Airport Department
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: August 21, 2023
To: Board of City Commissioners
From: Bonnie Wilson, Airport Manager
Subject: Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 6 "Aviation", providing for repeal; providing for codification; providing for severability; and setting the effective date.

Background: The Federal Aviation Administration (FAA) advises airports to publish minimal Standards governing the use of airport facilities, and to periodically review and update those standards. (Federal Aviation Administration Advisory Circular 150/5190-7e)

Shawnee Airport Authority Minimum Standards and Requirements for Capital Development on Airport Property, Commercial Aeronautical Services, Commercial Non-Aeronautical Services, and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport (Minimum Standards) were initially adopted by the Shawnee Airport Authority in July 2000, amended and reissued in May 2019.

During their regular meeting in January 2023, the Airport Advisory Board (AAB) authorized staff to publish draft revisions to the Minimum Standards. The revised draft and request for comments from the public was published on the Shawnee Regional Airport (SNL) and City of Shawnee websites and emailed to all current tenants of SNL. In addition to the publication and solicitation of comments via email, the AAB held a public hearing at the February 15, 2023, Regular Meeting. Staff received one comment on the proposed draft in the form of a correction to duplicative language.

Following the publication and public hearing, the AAB voted to recommend the Shawnee Airport Authority adopt an ordinance providing for the amendment of the Shawnee Municipal Code, Chapter 6 "Aviation" to amend Section 6-57. Definitions to include the following additional terms:

"Code of Federal Regulations (CFR)" shall mean the compilation of administrative laws governing federal regulatory agency practice and procedures.

Commuter Operations shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

Limited Scheduled Operations shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart

ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, providing less than five round trips per week on at least one route between two or more points according to a published flight schedule utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

On-Demand Operations shall mean cargo and/or passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing aircraft with a passenger seating configuration of thirty (30) seats or less, with a maximum payload capacity of seven thousand five hundred (7,500) pounds.

United States Code (USC) shall mean the comprehensive body of laws, both general and permanent, passed by the United States Congress, and enacted into law.”

Financial Impact: None

Attachments: Chapter 6 AVIATION - REDLINE, ORDINANCE AMENDMENT, Chapter 6 AVIATION - REVISED

Staff Recommendation: Amend City of Shawnee Code of Ordinances Chapter 6 Aviation, Section 6-57. Definitions.

PART II - CODE OF ORDINANCES

Chapter 6 AVIATION¹

ARTICLE I. IN GENERAL

Secs. 6-1—6-25. Reserved.

ARTICLE II. AIRPORT ADVISORY BOARD

Sec. 6-26. Established; composition.

There is established an airport advisory board consisting of seven members.

(Code 1986, § 6-16; Code 2002, § 6-26)

Sec. 6-27. Appointment; terms of office.

The members of the airport advisory board shall be appointed by the chairman of the Shawnee Airport Authority with the approval of the trustees. The members shall be appointed for staggered terms of three years. Terms of office shall begin July 1 and end June 30 of the last year of appointment, provided members shall serve until their successors are appointed.

(Code 1986, § 6-17; Code 2002, § 6-27; Ord. No. 2511NS, § 1, 7-1-2013)

Sec. 6-28. Chairman.

The airport advisory board shall elect one of its members as chairman.

(Code 1986, § 6-18; Code 2002, § 6-28)

Sec. 6-29. Meetings.

A meeting of the airport advisory board shall be held no less often than quarterly in March, June, September and December at a time and place and on a date determined by the board. Special meetings may be held upon giving notice to all members and as required by the state open meeting law. A special meeting may be called by the airport manager of the Shawnee Airport Authority; the chairman and trustees of the Shawnee Airport Authority; or the chairman or any two members of the airport advisory board.

(Code 1986, § 6-18; Code 2002, § 6-29; Ord. No. 2511NS, § 2, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

State law reference(s)—Open meetings, 25 O.S. § 301 et seq.

¹State law reference(s)—Aircraft and airports, 3 O.S. § 61 et seq.; power to adopt, administer and enforce airport zoning regulations, 3 O.S. § 103; power of city to acquire, own and maintain airport, 11 O.S. § 22-104; lease by county to city for airport, 19 O.S. § 338.

Sec. 6-30. Powers and duties.

The airport advisory board shall have the power and duty to:

- (1) Investigate the present facilities of the airport, including the use, operation, equipping and management thereof.
- (2) Recommend to the chairman and trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the airport that the airport advisory board determines to be for the best interest of the city and its citizens.

(Code 1986, § 6-19; Ord. No. 2511NS, § 3, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Secs. 6-31—6-55. Reserved.

ARTICLE III. REGIONAL AIRPORT

Sec. 6-56. Statutes adopted.

The provisions of 3 O.S. § 65.1, as amended, are adopted by reference in this article as if fully set forth.

(Code 2002, § 6-56)

Sec. 6-57. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aeronautical activity shall mean any activity which involves, makes possible or is required for the operations of aircraft whether or not conducted on or off airport property which involves, makes possible or is required for the safety of such operations and shall include (but not by way of limitation) all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, flying clubs, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.

Airport shall mean the Shawnee Regional Airport ("SNL"), or future city-owned or operated airports, located on city, county or state lands and operated by the trustees of the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma.

Airport layout plan means the currently approved scaled dimensional layout of the entire airport properties indicating current and proposed usage for each identifiable segment as approved by the Shawnee Airport Authority and the Federal Aviation Administration and amended from time to time.

Airport manager shall mean the manager of the airport(s) of the City of Shawnee, Oklahoma. If no airport manager is appointed, the city manager shall be the airport manager.

Airport sponsor shall mean the entity that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations

required of sponsors, which are contained in the airport improvement program grant agreement and property conveyances.

Amateur built aircraft shall mean an aircraft the major portion of which has been fabricated and assembled by person(s) who undertook the construction project solely for their own education or recreation.

City shall mean the City of Shawnee, Oklahoma.

City commission shall mean the duly elected city commissioners of the City of Shawnee, Oklahoma.

Code of Federal Regulations (CFR) shall mean the compilation of administrative laws governing federal regulatory agency practice and procedures.

City ordinances shall mean the duly adopted and published Code of Ordinances of the City of Shawnee, Oklahoma.

Commercial aeronautical services shall mean the provision of services for compensation such as but not limited to: charter operations, pilot training, aircraft rental, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.

Commercial aeronautical services provider shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial aeronautical services.

Commercial lease agreement shall mean a lease agreement designed for business purposes to support the provision of goods and services for compensation which may include obligations for repairs and construction of the premises to be leased.

Commuter Operations shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

FAA shall mean the United States Federal Aviation Administration.

Federal regulations shall mean the published Code of Federal Regulations in effect in all respects.

Fixed-base operator (FBO) shall mean an organization granted the right by an airport to operate at the airport and provide directly, or through third party service agreements, certain minimum commercial aeronautical services to include but not limited to fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, aircraft technical services, avionics repair and installation, reciprocating engine repair and overhaul, turbine engine hot section and overhaul, aircraft component and accessory overhaul, standalone flight schools, specialized vendors of pilots supplies, aircraft detailing and cleaning services, and aircraft in-flight catering services.

Independent operations shall mean operations or activities permitted by an airport sponsor through an agreement that permits access to independent operators offering commercial aeronautical services to owners of aircraft based on an airport.

Independent operator shall mean a commercial operator offering a single aeronautical service but without an established place of business on the airport.

Independent operator agreement shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.

Limited Scheduled Operations shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, providing less than five round trips per week on at least one route between two or more points according to a published flight schedule utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

Master plan shall mean a comprehensive study of an airport, usually describing the short-, medium-, and long-term development plans to meet future aviation demand.

Non-aeronautical commercial tenant shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial non-aeronautical services.

Non-commercial aeronautical tenant shall mean any person, persons, firm, general or limited partnership, corporation, or trust leasing a facility or land at the airport for the storage of aircraft and ancillary equipment for non-commercial aeronautical use.

OAC shall mean the Oklahoma Aeronautics Commission.

On-Demand Operation shall mean cargo and/or passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing aircraft with a passenger seating configuration of thirty (30) seats or less, with a maximum payload capacity of seven thousand five hundred (7,500) pounds.

Person shall mean any person, persons, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the airport.

Shawnee Airport Authority shall mean a trust to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate airports and air navigation facilities, either within or without the territorial boundaries of the City of Shawnee, Oklahoma, including the construction, installation, equipment, maintenance and operation at such airports of buildings and other facilities for the servicing of aircraft or for the comfort and accommodation of air travelers, or for use by aviation authorities or agencies of the United States of America, the State of Oklahoma, municipal or other political subdivisions of government, or for other use that a municipality may undertake as to airports and the buildings and facilities thereof.

Shawnee Airport Authority minimum standards and requirements for capital development on airport property, commercial aeronautical services, commercial non-aeronautical services, and non-commercial aeronautical activities at the Shawnee regional airport "Minimum Standards and Rules" shall mean the qualifications, standards and requirements to be met as a condition for the right to conduct an aeronautical or non-aeronautical activity on the airport, as amended from time to time via resolution, by the Shawnee Airport Authority upon the recommendation of the airport advisory board.

Shawnee Regional Airport Advisory Board shall mean the Shawnee Regional Airport Advisory Board, an advisory board established and authorized by City of Shawnee, Oklahoma, Ordinance, Chapter 6—Aviation, section 6-26, with the power and duty to: Investigate the present airport facilities of the airport, including the use, operation, equipping and management thereof and recommend to the

chairman and trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the airport that the board determines to be for the best interest of the City of Shawnee, Oklahoma and its citizens.

Specialized aviation service operations (SASO) shall mean single-service providers or special fixed-base operators performing less than the full services required by a fixed base operator agreement. SASO's include but are not limited to commercial aeronautical services that provide aircraft technical services, avionics repair and installation, reciprocating engine repair and overhaul, turbine engine hot section and overhaul, aircraft component and accessory overhaul, standalone flight schools, specialized vendors of pilot supplies, aircraft detailing and cleaning services, and aircraft in-flight catering services.

State regulations shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.

United States Code (USC) shall mean the comprehensive body of laws, both general and permanent, passed by the United States Congress, and enacted into law.

(Code 1986, § 6-20; Code 2002, § 6-57; Ord. No. 2055NS, § 1, 5-20-2002; Ord. No. 2511NS, § 4, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Sec. 6-58. Penalty for violation.

(a) Any person operating or handling an aircraft or vehicle in violation of any of the minimum standards and rules or refusing to comply therewith may, at once, be ejected from the airport and for a period of time, not to exceed 15 calendar days by the airport manager, and, upon hearing by the city commission, may be deprived of the further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property.

(b) Any violation of this chapter shall be a misdemeanor punishable by fine in the amount provided in the city fine schedule. This section is cumulative of all other penalties for violation of federal, state and local laws, rules, regulations and ordinances.

(Code 1986, § 6-40; Code 2002, § 6-58; Ord. No. 1984NS, § 1, 10-16-2000; Ord. No. 2511NS, § 5, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Sec. 6-59. Knowledge of rules implied.

(a) Publication of this chapter as required by law is deemed to give all persons to have knowledge of its contents. The airport manager is directed to have copies of this article, and the minimum standards and rules printed and posted where appropriate. Copies will be kept for review in the airport manager's office, at the office of the city clerk and furnished to each commercial aeronautical services provider, fixed-base operator, independent operator, non-aeronautical commercial tenant, non-commercial aeronautical tenant, or specialized aviation service operator at the time of execution of an agreement with the Shawnee Airport Authority.

(b) Amendments to the minimum standards, and/or general rules applicable to the airport operation, aircraft operations and conduct of persons at the airport shall be adopted by resolution of the Shawnee Airport Authority upon the recommendation of the airport advisory board. The resolution shall be available in the office of the city clerk and the airport manager, and shall be given to all persons who have operations or lease space at the airport. Violation of the rules may result in the termination of leases, the prohibition from being upon the grounds of the airport, the loss of the

opportunity to conduct any operations at the airport, or such other actions as the airport advisory board or the Shawnee Airport Authority deems appropriate, in addition to any penalties imposed if such violations are also violations of law.

(Code 1986, § 6-38; Code 2002, § 6-59; Ord. No. 2511NS, §§ 6, 7, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Sec. 6-60. Conflicts.

If and where there is conflict in this article and Federal Aviation Regulations, the latter shall prevail.

(Code 1986, § 6-39; Code 2002, § 6-60; Ord. No. 2662NS, Exh. A, 5-6-2019)

Editor's note(s)—Ord. No. 2662NS, Exh. A, adopted May 6, 2019, changed the title of § 6-60 from conflict in rules to conflicts.

Sec. 6-61. Use restricted.

(a) Commercial activities. No person, incorporated or otherwise, shall use the airport for any commercial activity, unless approved by the appropriate commercial lease agreement, independent operator agreement, or other form of written authorization provided for by the Shawnee Airport Authority.

(b) Restricted areas. All areas of the airport except those areas open to the public are restricted areas, and no person shall enter upon them without the prior permission of the airport manager. Restricted areas include:

(1) The operations area consisting of, but not limited to, ramp areas, hangar and T-hangar areas and aircraft parking and storage areas.

(2) Movement area means, the runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

(3) Safety area means a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

(4) The following are exempted from this restriction:

a. Persons assigned to duty therein.

b. Authorized representatives of the Federal Aviation Administration.

c. Persons authorized by the airport manager.

d. Passengers under appropriate supervision entering the ramp areas for the purpose of enplaning or deplaning.

e. Persons engaged or about to be engaged or having been engaged in the operation of any aircraft.

f. Persons authorized under contractual agreements with the city.

(c) Proper certification. No person not properly certified by the Federal Aviation Administration and no aircraft not similarly certified shall operate on or over the airport, provided that this restriction shall not apply to public aircraft belonging to the government of the United

States or to a state, territory, possession or any political subdivision, nor to any aircraft of a foreign country operated under permission of the federal government.

(d) Obligation and implied consent. The use of the airport or any of its facilities in any manner shall create the obligation and implied consent of the user to obey all of the provisions provided in this article.

(e) Privilege to use airport. The privilege of using the airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof and he shall release, hold harmless and indemnify the city, its officers and employees from any liability or loss resulting from such use as well as against claims of third persons as against those of the person so using the airport. The exercise of the privilege of use shall constitute an acknowledgment that the City of Shawnee and the Shawnee Airport Authority operate and maintain said airport in a governmental capacity.

(Code 1986, § 6-21; Code 2002, § 6-61; Ord. No. 1984NS, § 1, 10-16-2000; Ord. No. 2055NS, § 1, 5-20-2002; Ord. No. 2662NS, Exh. A, 5-6-2019)

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 6 “AVIATION”; PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND SETTING THE EFFECTIVE DATE.

WHEREAS, the Mayor and City Commissioners, in accordance with law, have determined that a review and recodification of the Shawnee Municipal Code of Ordinances should be conducted; and

WHEREAS, the Shawnee Municipal Code needs updates in order to comply with state and federal law and to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 6 OF THE SHAWNEE MUNICIPAL CODE, REGULATING “AVIATION”, BE AMENDED AS FOLLOWS:

CHAPTER 6 – AVIATION Secs. 6-1 – 6-61 be amended to reflect the revised language provided on Exhibit A.

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

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

SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

EFFECTIVE DATE. The provisions of this Ordinance shall become effective on October 1, 2023.

PASSED AND APPROVED this 21st day of August 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 21st day of August 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY

PART II - CODE OF ORDINANCES

Chapter 6 AVIATION¹

ARTICLE I. IN GENERAL

Secs. 6-1—6-25. Reserved.

ARTICLE II. AIRPORT ADVISORY BOARD

Sec. 6-26. Established; composition.

There is established an airport advisory board consisting of seven members.

(Code 1986, § 6-16; Code 2002, § 6-26)

Sec. 6-27. Appointment; terms of office.

The members of the airport advisory board shall be appointed by the chairman of the Shawnee Airport Authority with the approval of the trustees. The members shall be appointed for staggered terms of three years. Terms of office shall begin July 1 and end June 30 of the last year of appointment, provided members shall serve until their successors are appointed.

(Code 1986, § 6-17; Code 2002, § 6-27; Ord. No. 2511NS, § 1, 7-1-2013)

Sec. 6-28. Chairman.

The airport advisory board shall elect one of its members as chairman.

(Code 1986, § 6-18; Code 2002, § 6-28)

Sec. 6-29. Meetings.

A meeting of the airport advisory board shall be held no less often than quarterly in March, June, September and December at a time and place and on a date determined by the board. Special meetings may be held upon giving notice to all members and as required by the state open meeting law. A special meeting may be called by the airport manager of the Shawnee Airport Authority; the chairman and trustees of the Shawnee Airport Authority; or the chairman or any two members of the airport advisory board.

(Code 1986, § 6-18; Code 2002, § 6-29; Ord. No. 2511NS, § 2, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

State law reference(s)—Open meetings, 25 O.S. § 301 et seq.

¹State law reference(s)—Aircraft and airports, 3 O.S. § 61 et seq.; power to adopt, administer and enforce airport zoning regulations, 3 O.S. § 103; power of city to acquire, own and maintain airport, 11 O.S. § 22-104; lease by county to city for airport, 19 O.S. § 338.

Sec. 6-30. Powers and duties.

The airport advisory board shall have the power and duty to:

- (1) Investigate the present facilities of the airport, including the use, operation, equipping and management thereof.
- (2) Recommend to the chairman and trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the airport that the airport advisory board determines to be for the best interest of the city and its citizens.

(Code 1986, § 6-19; Ord. No. 2511NS, § 3, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Secs. 6-31—6-55. Reserved.

ARTICLE III. REGIONAL AIRPORT

Sec. 6-56. Statutes adopted.

The provisions of 3 O.S. § 65.1, as amended, are adopted by reference in this article as if fully set forth.

(Code 2002, § 6-56)

Sec. 6-57. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aeronautical activity shall mean any activity which involves, makes possible or is required for the operations of aircraft whether or not conducted on or off airport property which involves, makes possible or is required for the safety of such operations and shall include (but not by way of limitation) all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, flying clubs, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.

Airport shall mean the Shawnee Regional Airport ("SNL"), or future city-owned or operated airports, located on city, county or state lands and operated by the trustees of the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma.

Airport layout plan means the currently approved scaled dimensional layout of the entire airport properties indicating current and proposed usage for each identifiable segment as approved by the Shawnee Airport Authority and the Federal Aviation Administration and amended from time to time.

Airport manager shall mean the manager of the airport(s) of the City of Shawnee, Oklahoma. If no airport manager is appointed, the city manager shall be the airport manager.

Airport sponsor shall mean the entity that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations

required of sponsors, which are contained in the airport improvement program grant agreement and property conveyances.

Amateur built aircraft shall mean an aircraft the major portion of which has been fabricated and assembled by person(s) who undertook the construction project solely for their own education or recreation.

City shall mean the City of Shawnee, Oklahoma.

City commission shall mean the duly elected city commissioners of the City of Shawnee, Oklahoma.

Code of Federal Regulations (CFR) shall mean the compilation of administrative laws governing federal regulatory agency practice and procedures.

City ordinances shall mean the duly adopted and published Code of Ordinances of the City of Shawnee, Oklahoma.

Commercial aeronautical services shall mean the provision of services for compensation such as but not limited to: charter operations, pilot training, aircraft rental, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.

Commercial aeronautical services provider shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial aeronautical services.

Commercial lease agreement shall mean a lease agreement designed for business purposes to support the provision of goods and services for compensation which may include obligations for repairs and construction of the premises to be leased.

Commuter Operations shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

FAA shall mean the United States Federal Aviation Administration.

Federal regulations shall mean the published Code of Federal Regulations in effect in all respects.

Fixed-base operator (FBO) shall mean an organization granted the right by an airport to operate at the airport and provide directly, or through third party service agreements, certain minimum commercial aeronautical services to include but not limited to fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, aircraft technical services, avionics repair and installation, reciprocating engine repair and overhaul, turbine engine hot section and overhaul, aircraft component and accessory overhaul, standalone flight schools, specialized vendors of pilots supplies, aircraft detailing and cleaning services, and aircraft in-flight catering services.

Independent operations shall mean operations or activities permitted by an airport sponsor through an agreement that permits access to independent operators offering commercial aeronautical services to owners of aircraft based on an airport.

Independent operator shall mean a commercial operator offering a single aeronautical service but without an established place of business on the airport.

Independent operator agreement shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.

Limited Scheduled Operations shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, providing less than five round trips per week on at least one route between two or more points according to a published flight schedule utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

Master plan shall mean a comprehensive study of an airport, usually describing the short-, medium-, and long-term development plans to meet future aviation demand.

Non-aeronautical commercial tenant shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial non-aeronautical services.

Non-commercial aeronautical tenant shall mean any person, persons, firm, general or limited partnership, corporation, or trust leasing a facility or land at the airport for the storage of aircraft and ancillary equipment for non-commercial aeronautical use.

OAC shall mean the Oklahoma Aeronautics Commission.

On-Demand Operation shall mean cargo and/or passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing aircraft with a passenger seating configuration of thirty (30) seats or less, with a maximum payload capacity of seven thousand five hundred (7,500) pounds.

Person shall mean any person, persons, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the airport.

Shawnee Airport Authority shall mean a trust to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate airports and air navigation facilities, either within or without the territorial boundaries of the City of Shawnee, Oklahoma, including the construction, installation, equipment, maintenance and operation at such airports of buildings and other facilities for the servicing of aircraft or for the comfort and accommodation of air travelers, or for use by aviation authorities or agencies of the United States of America, the State of Oklahoma, municipal or other political subdivisions of government, or for other use that a municipality may undertake as to airports and the buildings and facilities thereof.

Shawnee Airport Authority minimum standards and requirements for capital development on airport property, commercial aeronautical services, commercial non-aeronautical services, and non-commercial aeronautical activities at the Shawnee regional airport "Minimum Standards and Rules" shall mean the qualifications, standards and requirements to be met as a condition for the right to conduct an aeronautical or non-aeronautical activity on the airport, as amended from time to time via resolution, by the Shawnee Airport Authority upon the recommendation of the airport advisory board.

Shawnee Regional Airport Advisory Board shall mean the Shawnee Regional Airport Advisory Board, an advisory board established and authorized by City of Shawnee, Oklahoma, Ordinance, Chapter 6—Aviation, section 6-26, with the power and duty to: Investigate the present airport facilities of the airport, including the use, operation, equipping and management thereof and recommend to the

chairman and trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the airport that the board determines to be for the best interest of the City of Shawnee, Oklahoma and its citizens.

Specialized aviation service operations (SASO) shall mean single-service providers or special fixed-base operators performing less than the full services required by a fixed base operator agreement. SASO's include but are not limited to commercial aeronautical services that provide aircraft technical services, avionics repair and installation, reciprocating engine repair and overhaul, turbine engine hot section and overhaul, aircraft component and accessory overhaul, standalone flight schools, specialized vendors of pilot supplies, aircraft detailing and cleaning services, and aircraft in-flight catering services.

State regulations shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.

United States Code (USC) shall mean the comprehensive body of laws, both general and permanent, passed by the United States Congress, and enacted into law.

(Code 1986, § 6-20; Code 2002, § 6-57; Ord. No. 2055NS, § 1, 5-20-2002; Ord. No. 2511NS, § 4, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Sec. 6-58. Penalty for violation.

(a) Any person operating or handling an aircraft or vehicle in violation of any of the minimum standards and rules or refusing to comply therewith may, at once, be ejected from the airport and for a period of time, not to exceed 15 calendar days by the airport manager, and, upon hearing by the city commission, may be deprived of the further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property.

(b) Any violation of this chapter shall be a misdemeanor punishable by fine in the amount provided in the city fine schedule. This section is cumulative of all other penalties for violation of federal, state and local laws, rules, regulations and ordinances.

(Code 1986, § 6-40; Code 2002, § 6-58; Ord. No. 1984NS, § 1, 10-16-2000; Ord. No. 2511NS, § 5, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Sec. 6-59. Knowledge of rules implied.

(a) Publication of this chapter as required by law is deemed to give all persons to have knowledge of its contents. The airport manager is directed to have copies of this article, and the minimum standards and rules printed and posted where appropriate. Copies will be kept for review in the airport manager's office, at the office of the city clerk and furnished to each commercial aeronautical services provider, fixed-base operator, independent operator, non-aeronautical commercial tenant, non-commercial aeronautical tenant, or specialized aviation service operator at the time of execution of an agreement with the Shawnee Airport Authority.

(b) Amendments to the minimum standards, and/or general rules applicable to the airport operation, aircraft operations and conduct of persons at the airport shall be adopted by resolution of the Shawnee Airport Authority upon the recommendation of the airport advisory board. The resolution shall be available in the office of the city clerk and the airport manager, and shall be given to all persons who have operations or lease space at the airport. Violation of the rules may result in

the termination of leases, the prohibition from being upon the grounds of the airport, the loss of the opportunity to conduct any operations at the airport, or such other actions as the airport advisory board or the Shawnee Airport Authority deems appropriate, in addition to any penalties imposed if such violations are also violations of law.

(Code 1986, § 6-38; Code 2002, § 6-59; Ord. No. 2511NS, §§ 6, 7, 7-1-2013; Ord. No. 2662NS, Exh. A, 5-6-2019)

Sec. 6-60. Conflicts.

If and where there is conflict in this article and Federal Aviation Regulations, the latter shall prevail.

(Code 1986, § 6-39; Code 2002, § 6-60; Ord. No. 2662NS, Exh. A, 5-6-2019)

Editor's note(s)—Ord. No. 2662NS, Exh. A, adopted May 6, 2019, changed the title of § 6-60 from conflict in rules to conflicts.

Sec. 6-61. Use restricted.

(a) Commercial activities. No person, incorporated or otherwise, shall use the airport for any commercial activity, unless approved by the appropriate commercial lease agreement, independent operator agreement, or other form of written authorization provided for by the Shawnee Airport Authority.

(b) Restricted areas. All areas of the airport except those areas open to the public are restricted areas, and no person shall enter upon them without the prior permission of the airport manager. Restricted areas include:

(1) The operations area consisting of, but not limited to, ramp areas, hangar and T-hangar areas and aircraft parking and storage areas.

(2) Movement area means, the runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

(3) Safety area means a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

(4) The following are exempted from this restriction:

- a. Persons assigned to duty therein.
- b. Authorized representatives of the Federal Aviation Administration.
- c. Persons authorized by the airport manager.
- d. Passengers under appropriate supervision entering the ramp areas for the purpose of enplaning or deplaning.
- e. Persons engaged or about to be engaged or having been engaged in the operation of any aircraft.
- f. Persons authorized under contractual agreements with the city.

(c) Proper certification. No person not properly certified by the Federal Aviation Administration and no aircraft not similarly certified shall operate on or over the airport, provided that this restriction shall not apply to public aircraft belonging to the government of the United States or to a state, territory, possession or any political subdivision, nor to any aircraft of a foreign country operated under permission of the federal government.

(d) Obligation and implied consent. The use of the airport or any of its facilities in any manner shall create the obligation and implied consent of the user to obey all of the provisions provided in this article.

(e) Privilege to use airport. The privilege of using the airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof and he shall release, hold harmless and indemnify the city, its officers and employees from any liability or loss resulting from such use as well as against claims of third persons as against those of the person so using the airport. The exercise of the privilege of use shall constitute an acknowledgment that the City of Shawnee and the Shawnee Airport Authority operate and maintain said airport in a governmental capacity.

(Code 1986, § 6-21; Code 2002, § 6-61; Ord. No. 1984NS, § 1, 10-16-2000; Ord. No. 2055NS, § 1, 5-20-2002; Ord. No. 2662NS, Exh. A, 5-6-2019)



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Public hearing on an amendment to the Capital Improvement Plan to add two projects at the Shawnee Municipal Airport.

Background: The Capital Improvement Plan (CIP) for Fiscal Years (FY) 2024-2028 was adopted on June 20, 2023. City staff is requesting an amendment to the CIP to add two (2) projects at the Shawnee Municipal Airport. The projects and details are as follows:

1. Terminal Area Plan at Shawnee Regional Airport – This project is to conduct a planning study to conceptualize potential development alternatives for the currently undeveloped southeast area and the storm-impacted Main Terminal area of the airport; once complete, update the Airport Layout Plan for submission to the Federal Aviation Administration. At the July 17, 2023, Regular Meeting, the Shawnee Airport Authority (SAA) accepted and approved the recommendation of staff to accept a grant offered by the State of Oklahoma Aeronautics Commission. Staff is engaging the services of H.W. Lochner, Inc. (Lochner) to provide professional engineering services to develop the two plans.

Fees for services will be supported by an Oklahoma Aeronautics Commission grant in the amount of \$57,665, and funds provided by Shawnee Airport Authority in the amount of \$3,035, which will add \$60,700 to the CIP Plan in the Shawnee Airport Authority Fund – Fund 511.

2. Pavement Condition Rating (PCR) at the Shawnee Regional Airport – This project is to test the surface and subsurface conditions of the runway and taxiways at the Shawnee Regional Airport by taking core samples of paving materials and conducting laboratory testing to determine the strength and condition of the pavements. At the July 17, 2023, Regular Meeting, the Shawnee Airport Authority (SAA) accepted and approved the recommendation of staff to accept a grant offered by the State of Oklahoma Aeronautics Commission. Staff is engaging the services of H.W. Lochner, Inc. (Lochner) to provide professional engineering services to conduct the assessment and prepare the report.

Fees for services will be supported by an Oklahoma Aeronautics Commission grant in the amount of \$50,730, and funds provided by Shawnee Airport Authority in the amount of \$2,670, which will add \$53,400 to the CIP Plan in the Shawnee Airport Authority Fund – Fund 511.

This agenda item provides for the formal public hearing on an amendment to the CIP as set forth in the CIP Policy. Notice of date, time and location of the public hearing was published in the Shawnee News Star on August 15, 2023.

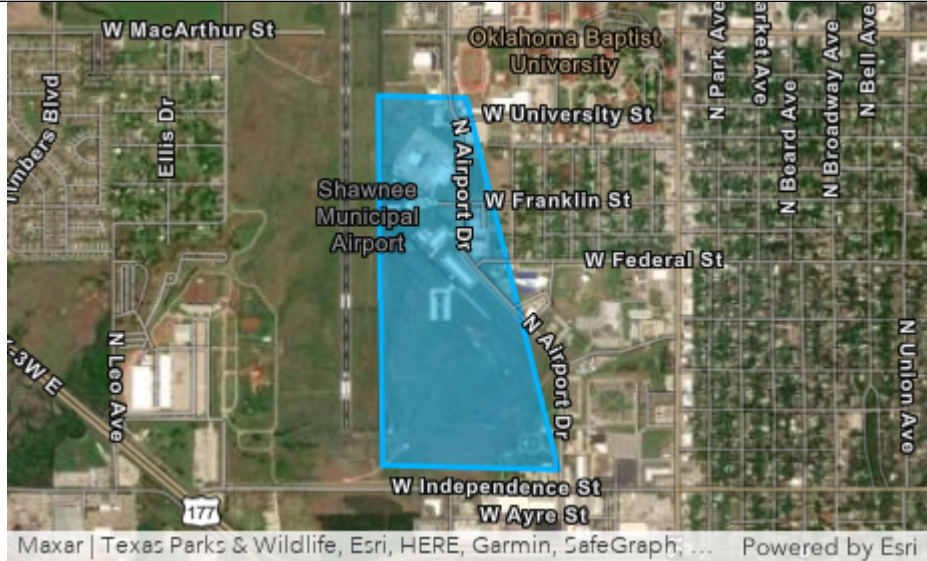
Financial Impact: \$114,100, Shawnee Airport Authority Fund, Capital Outlay-Buildings & Improvements, 511-5-0120-54200

Attachments: CIP Amend-Terminal Area Plan, CIP Amend-Pavement Condition Rating

Staff Recommendation: Conduct public hearing

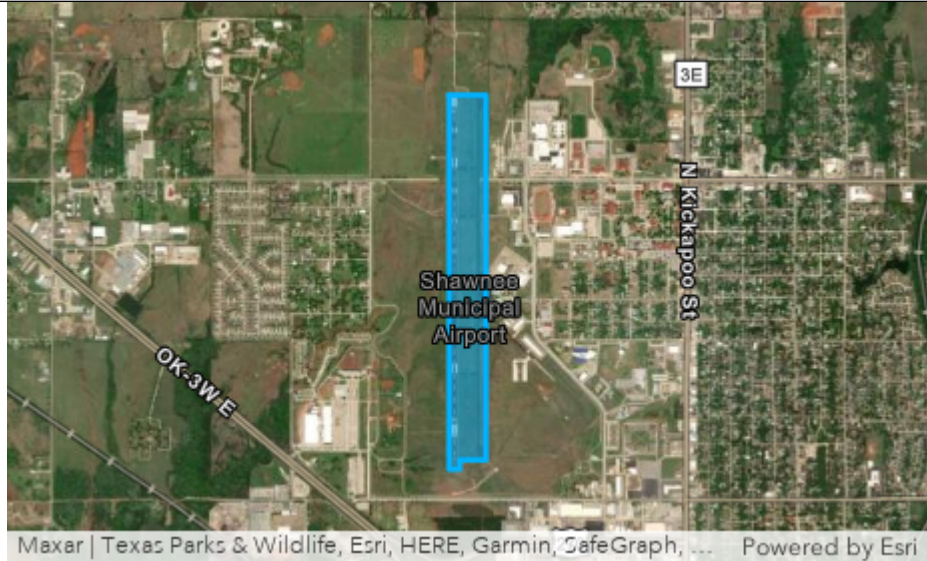
City of Shawnee

FY 2024-2028 Capital Improvement Plan

Project Title	Terminal Area Plan at the Shawnee Regional Airport					
Project Category	Airport Development					
Department	0120 - AIRPORT	Pending Project				
Project in Ward	Ward 6					
Project Description						
Conduct planning study to conceptualize potential development alternatives for the currently undeveloped southeast area and the storm-impacted Main Terminal area of the airport; once complete, update the Airport Layout Plan for submission to the Federal Aviation Administration.						
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY29-33
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	60,700	0	0	0	0	0
Total	\$60,700	\$0	\$0	\$0	\$0	\$0

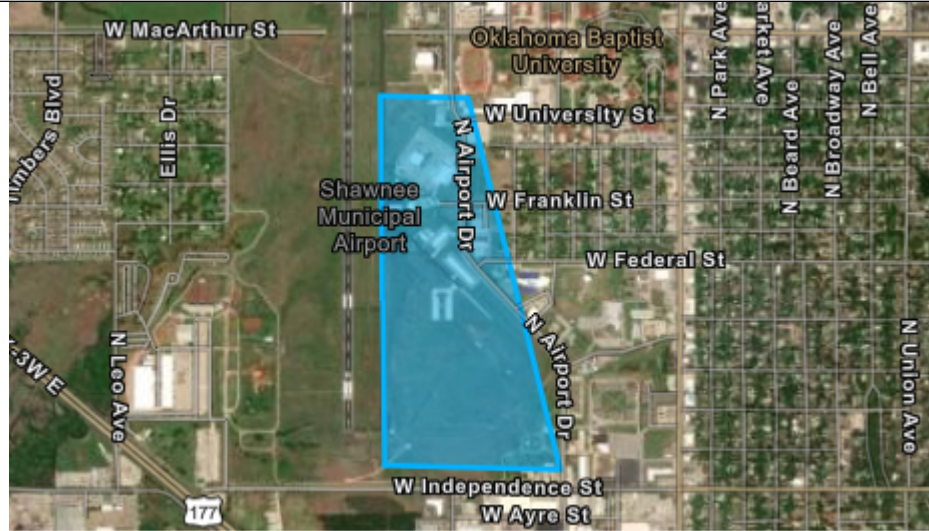
City of Shawnee

FY 2024-2028 Capital Improvement Plan

Project Title	Pavement Condition Rating (PCR) at the Shawnee Regional Airport					
Project Category	Airport pavement					
Department	0120 - AIRPORT	Pending Project				
Project in Ward	Ward 6					
Project Description Test the surface and subsurface conditions of the runway and taxiways at the Shawnee Regional Airport by taking core samples of paving materials and conducting laboratory testing to determine the strength and condition of the pavements.						
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY29-33
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	53,400	0	0	0	0	0
Total	\$53,400	\$0	\$0	\$0	\$0	\$0

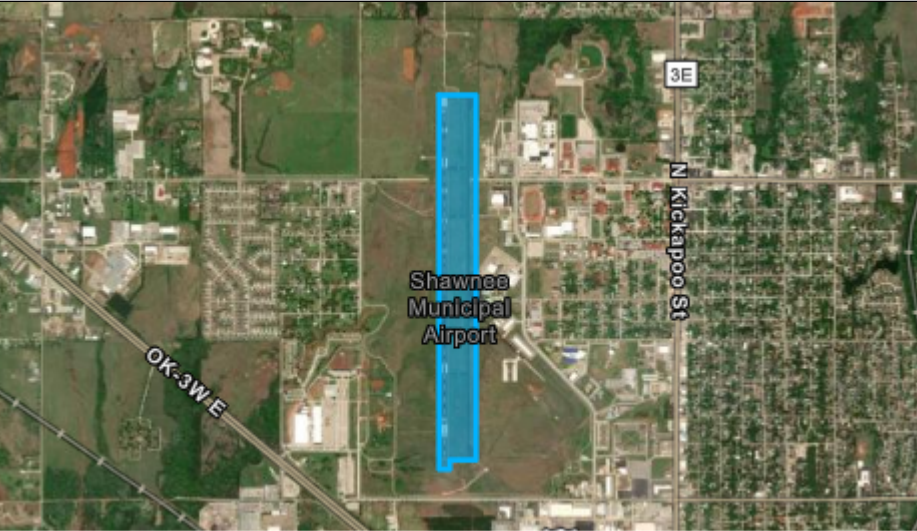
City of Shawnee

FY 2024-2028 Capital Improvement Plan

Project Title	Terminal Area Plan at the Shawnee Regional Airport					
Project Category	Airport Development					
Department	0120 - AIRPORT	Pending Project				
Project in Ward	Ward 6					
Project Description						
Conduct planning study to conceptualize potential development alternatives for the currently undeveloped southeast area and the storm-impacted Main Terminal area of the airport; once complete, update the Airport Layout Plan for submission to the Federal Aviation Administration.						
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY29-33
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	60,700	0	0	0	0	0
Total	\$60,700	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2024-2028 Capital Improvement Plan

Project Title	Pavement Condition Rating (PCR) at the Shawnee Regional Airport		 Maxar Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, ... Powered by Esri			
Project Category	Airport pavement					
Department	0120 - AIRPORT	Pending Project				
Project in Ward	Ward 6					
Project Description						
Test the surface and subsurface conditions of the runway and taxiways at the Shawnee Regional Airport by taking core samples of paving materials and conducting laboratory testing to determine the strength and condition of the pavements.						
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY29-33
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	53,400	0	0	0	0	0
Total	\$53,400	\$0	\$0	\$0	\$0	\$0



Community Development Department
16th West 9th Street
Shawnee, OK 74801
shawneeok.org

Date: August 21, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration and approval of a Memorandum of Understanding with Oklahoma Baptist University to allow nursing students to embed within the Homeless Resource Center.

Background: This is a request for the City Commission to review and approve a Memorandum of Understanding (MOU) with Oklahoma Baptist University (OBU), for the purpose of allowing nursing students to embed within the Homeless Resource Center as part of a clinical rotation.

Earlier this year, the City Commission reapproved the MOU to operate the Homeless Resource Center (HRC) at 506 South Beard Avenue. It has been a crucial step in meeting the needs of those experiencing homelessness. The Homeless Resource Center has served as a location to access resources, obtain assistance, and other services. City staff, interns, and volunteers have provided the necessary workforce to operate the facility. This agreement would allow for additional assistance to be provided to our unhoused clients while offering additional training opportunities for area nursing students.

Financial Impact: None

Attachments: OBU Nursing MOU_tracked changes

Staff Recommendation: Approval of the item

**CLINICAL PLACEMENT SITE AGREEMENT
BETWEEN THE
OKLAHOMA BAPTIST UNIVERSITY
SCHOOL OF NURSING
AND
CITY OF SHAWNEE**

This Agreement is made by and between Oklahoma Baptist University, Shawnee, OK, School of Nursing, with its principal address located at 500 W. University, Shawnee, Oklahoma 74804, ("University") and City of Shawnee, with its principal address located at PO Box 1448, Shawnee, Oklahoma 74802.

RECITALS

- A. Placement Site is capable of providing an appropriate location for teaching and practical clinical experience for nursing students; and,
- B. Placement Site has an interest in assisting in the educational experience of University students; and,
- C. University is currently conducting educational programs granting the degree of Bachelor of Science in Nursing (B.S.N.) and Master of Science in Nursing (M.S.N.) for which it desires a clinical site to further the training and experience of University's students.

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, University and Placement Site agree as follows:

1.0 Purpose and Definition

- 1.1 Placement Site will provide a facility for University students to obtain appropriate clinical training and experience ("Clinical Experience"), and University will provide students to support the mission and efforts of Placement Site. The arrangement whereby one or more students shall participate in a Clinical Experience at the Placement Site shall be known as the "Clinical Program."

2.0 Term, Renewal, and Termination of the Agreement

- 2.1 This Agreement will be effective for a period of one year commencing on the date of the last authorizing signatures. Subject to the terms and conditions described below, this Agreement shall be extended automatically for successive one-year periods beginning August 1 of each succeeding year.
- 2.2 From time to time, the parties may discuss possible revisions of this Agreement which may be to their mutual interest.

- 2.3 This Agreement may be discontinued by either party, without cause, on 30 days advance notice advance written notice.
- 2.4 This Agreement may be terminated for cause by either party for failure to substantially comply with the terms and conditions of the Agreement. Termination for cause shall only occur following receipt of written notice and a reasonable opportunity to cure, such cure period not to exceed thirty (30) days.
- 2.5 In the event of termination of this Agreement, subject to all other terms of the Agreement, any student participating in a placement at the time of termination shall be allowed to complete the placement provided he or she is otherwise in good standing.

3.0 Responsibilities of University

Responsibilities of University under this Agreement shall be as follows:

- 3.1 Be in charge of all instructional activities for participating students and work cooperatively with Placement Site to establish student schedules, assignment of students to supervisors at Placement Site, and patient assignments.
- 3.2 Assign to Placement Site only faculty who are properly credentialed and who agree to follow Placement Site rules and regulations.
- 3.3 Designate a faculty member who will serve as liaison with the Placement Site.
- 3.4 Use its best efforts to send a specified number of students to participate in the Clinical Program. General information about the Clinical Program will be communicated to students prior to each academic year.
- 3.5 Assign to Placement Site only those students who have met all University requirements and qualifications and who agree to follow Placement Site rules and regulations.
- 3.6 Notify students of their assignments with Placement Site and provide Placement Site, University faculty, and participating students with a copy of the written University rules and responsibilities that apply to the students in the Clinical Program.
- 3.7 Submit to Placement Site, two (2) weeks before any student's clinical placement is to begin, the names of the affiliating students, the dates of placement and the assigned areas; such list shall be revised into a final registration list within two (2) weeks after University's add/drop registration period ends.
- 3.8 Provide Placement Site with documentation that participating students have successfully completed any academic or training prerequisites and medical or immunization tests deemed necessary for participation in the Clinical Program.

4.0 Responsibilities of Placement Site

Responsibilities of Placement Site under this Agreement shall be as follows:

- 4.1 Provide opportunities for observation and practical experience conducive to student learning and allow faculty and students to select and arrange Placement Site learning experiences that meet clinical objectives.
- 4.2 Advise University of the number of students who can be accommodated at Placement Site.
- 4.3 Provide University faculty with written policies, procedures, standards or care and protocols of Placement Site, which shall govern students and faculty involved in the Clinical Program.
- 4.4 Familiarize faculty and students with policies and procedures for the Placement Site, including with respect to privacy of patient information.
- 4.5 Provide orientation so that all students can become acquainted with Placement Site facilities, policies, procedures, Placement Site faculty and staff, and the needs of individuals and/or groups with whom the students will be working.
- 4.6 Provide evaluation of Students' performance in the clinical placement, including a written evaluation within the last two weeks of each academic term or as deemed necessary by either party.
- 4.7 Provide or obtain emergency treatment in the event of accident or illness to students while at Placement Site participating in the Clinical Program, such care to be provided at the students' expense.

5.0 Shared Responsibilities of University and Placement Site

- 5.1 University and Placement Site agree to work together to provide a quality Clinical Experience for students.

6.0 Requirements for Participating Students

In addition to any other requirements for participating students described in this Agreement, participating students shall be required to satisfy the following:

- 6.1 Students shall execute an agreement acknowledging their duties and responsibilities under Clinical Program, including their obligation to protect the privacy of patient information, a copy of which is attached and incorporated by reference.
- 6.2 Students shall carry and furnish evidence of health insurance.

- 6.3 Students shall be covered under a Student Blanket Professional Insurance policy obtained by the University with limits of \$1,000,000 per claim, \$3,000,000 aggregate.
- 6.4 Students must complete all immunizations required by University prior to beginning of the Clinical Experience and must present evidence of a negative chest x-ray or negative TB skin test, MMR, Varicella, Hep B., Tdap, Background Check, and Drug Screen.
- 6.5 Student shall have CPR certification with AHA Health Care Provider.

7.0 Clinical Facilities

Placement Site agrees to provide the following:

- 7.1 To the extent available, adequate facilities for Clinical Experience, including use of Placement Site's medical library, if one exists, or space for reference materials for students;
- 7.2 Opportunity for student practice and observation in patient/educational areas and other areas of Placement Site.
- 7.3 To the extent available, use of classrooms and/or conference room space for instructional purposes.
- 7.4 To the extent available, dressing rooms and locker space, or the equivalent, for students and faculty involved in the Clinical Program. (Lockers for students may be shared.)
- 7.5 To the extent available, use of dining room by students and faculty on the same basis as Placement Site employees.

8.0 Standards of Conduct; Discipline

- 8.1 University and Placement Site agree that all students and faculty assigned to Placement Site shall adhere to all rules, regulations, and standards applicable to University and Placement Site, including but not limited to standards of ethical and professional conduct as set forth in the student handbook or policies governing University's nursing program, and specifically including rules with respect to dress code and identification.
- 8.2 Any problems or questions that arise concerning an individual student shall be discussed with a University faculty, the Chair for the School of Nursing, or his/her designee.
- 8.3 Placement Site has the right to require University to withdraw a student from his/her clinical placement in circumstances where:

- 8.3.1 Student's achievement, competence, progress, adjustment, or health does not warrant continuation at Placement Site; or,
 - 8.3.2 Student's behavior fails to conform with the applicable policies of Placement Site; and,
 - 8.3.3 Placement Site provides the student with notice of the problem and an opportunity for the student to respond before a final decision is made.
- 8.4 Placement Site reserves the right to exclude from its premises any student whose conduct or state of health is deemed detrimental to proper administration of Placement Site, provided Placement Site consults with and advises University's liaison prior to such exclusion or, if circumstances warrant, immediately thereafter.

9.0 Authority for Placement Site Operations and Patient Care

Placement Site retains ultimate responsibility for all aspects of Placement Site operations, including but not limited to retaining ultimate responsibility for and supervision over patient care. University shall not be responsible for the performance of students at Placement Site.

10.0 Student Records and Evaluation

- 10.1 Placement Site agrees to complete, on a timely basis, all evaluations and student records developed by University concerning student participation and performance in the Clinical Program.
- 10.2 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232, 34 CFR Part 99, and that generally student permission must be obtained before releasing student-specific data to anyone other than University.
- 10.3 Placement Site shall permit University to collect evaluation data from patients/clients who have received care from participating students, provided that information will be collected in an anonymous format and used solely for program evaluation.

11.0 Investigation of Liability Claims

In the event there is litigation against University, a participating student, or a University faculty member related, pertaining to student or faculty actions taken in connection with Clinical Program, Placement Site agrees to provide University access and authority to investigate claims directly on-site and to obtain such information from Placement Site as it may require in the defense of any claims.

12.0 Workers' Compensation

- 12.1 University and Placement Site agree that Placement Site is not responsible for any Workers' Compensation or disability claim filed by a student or by a University faculty member.
- 12.2 Students are not employees of University or Placement Site, and are not covered by Workers' Compensation.
- 12.3 The faculty are employees of University and are covered accordingly under Workers' Compensation.

13.0 Non-Discrimination

The parties agree to comply with all applicable federal, state, local, and university laws, ordinances and rules, and specifically agree not to unlawfully discriminate against any individual on the basis of race, color, religion, sex, age, disability, veteran's status, national origin or any other basis protected under Federal or state law.

14.0 Privacy of Health Information/HIPAA Compliance

- 14.1 It is the intent of the parties to comply with all applicable requirements of HIPAA in connection with this Agreement. During the time that the University's students and faculty are at the Placement Site and participating in clinical training involving Protected Health Information regulated by the federal HIPAA Privacy Regulations, these students and faculty will be considered a part of the workforce of the Placement Site with respect to HIPAA compliance and the students and faculty may use Protected Health information of the Placement Site for clinical teaching purposes.
- 14.2 Students are subject to the training requirements of the Placement Site and will attend the Placement Site's HIPAA awareness training. Additionally, the University shall advise all students of the importance of complying with all relevant state and federal confidentiality laws including HIPAA. The University agrees to provide students and faculty with training as to the requirements of the privacy provisions of HIPAA.
- 14.3 If students need to bring Protected Health Information back to the University for teaching purposes at the University, students shall use a limited data set to de-identify the identifying elements of information as required by HIPAA.

15.0 Relationship of the Parties

Placement Site is an independent contractor and shall not be deemed or construed to be an employee, agent, partner or joint venturer with University nor vice versa.

16.0 Severability

In the event any court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable for any reason, all remaining provisions will

remain in full force and effect.

17.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Oklahoma.

18.0 Successors and Assigns

This Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

19.0 Notice

Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be deemed given when mailed, postage prepaid, by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To University:

Oklahoma Baptist University
School of Nursing
500 W. University
Shawnee, Oklahoma 74804

To Placement Site:

City Manager's Office
City of Shawnee
PO Box 1448
Shawnee, OK 74802

or to such other addressee as may be hereafter designated by written notice.

20.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument. To facilitate the execution of this Agreement, the parties may execute the Agreement via facsimile or e-mail attachment.

21.0 Entire Agreement; Modification

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

22.0 Independent Judgment.

The parties represent and warrant to one another that this Agreement is entered into based on each party's independent analysis, with the advice of counsel, of the facts and legal principles relevant to the terms and conditions of this Agreement.

23.0 Time is of the Essence

The parties agree that time is of the essence in all respects concerning this Agreement and performance hereunder.

IN WITNESS WHEREOF, this Agreement is hereby agreed to as the date last signed by authorized representatives of Placement Site and University

UNIVERSITY:

PLACEMENT SITE:

Acknowledged by:

Approved and Accepted for:

Oklahoma Baptist University,
School of Nursing

City of Shawnee

(Signature)

(Signature)

Stephanie Parker

(Printed Name)

(Printed Name)

Chair

(Title)

(Title)

(Date)

(Date)



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Gifts & Contributions Fund - Fund 706 - To fund the installation of the Shawnee Gateway sign on West Farrall Street funded by donations received in FY23.

Background: The City Manager's Office has received multiple donations for the purpose of constructing a welcome sign on W Farrall Street. City staff is requesting that the donated funds be appropriated to the gifts and contributions fund to complete the welcome sign.

The total amount of the appropriation is \$27,600, and the individual donations are as follows:

- BancFirst \$14,000
- SSM Health St. Anthony Hospital \$10,000
- Shawnee Milling Company \$3,600

Financial Impact: See budget amendment

Attachments: 08-21-2023 - Welcome Sign - W Farrall St

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
Gifts & Contributions Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
706	5-2026-54200			Capital Outlay - Buildings & Improvements	-	27,600.00	27,600.00
					-	-	-
					-	-	-
					-	-	-
					-	-	-
					-	27,600.00	27,600.00

Approved by the City Commission this

Explanation of Budget Amendment:

- To fund the installation of the Shawnee Gateway sign on W Farrall St funded by donations received in FY23.

Approved:

Mayor _____

Attest: _____

City Clerk _____

On Date _____

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



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: General Fund - Fund 001 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.

Background: This fiscal year 2023-2024 budget amendment is to appropriate fund balance related to encumbrances for prior fiscal year goods and services that were not received by June 30, 2023. These items are expected to be received in the current fiscal year and require associated budget appropriation.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - PO Rollover-001

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0110-53390			Other Contractual Services	142,400.00	11,650.00	154,050.00
001	5-0510-53190			Other Professional Services	-	251,790.00	251,790.00
001	5-0930-53090			Repair & Maint - Other	13,000.00	187,500.00	200,500.00
001	5-0520-53390			Other Contractual Services	400,000.00	294,220.00	694,220.00
001	5-0740-53030			Repair & Maint - Equip	7,600.00	18,614.00	26,214.00
							-
					-	-	-
					563,000.00	763,774.00	1,326,774.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY23 Encumbrances for which goods or services will be received or rendered in FY24.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Hotel/Motel Surcharge Fund - Fund 106 - to appropriate fund balance for FY22-23
Encumbrances for which goods or services will be received or rendered in FY23-24.

Background: This fiscal year 2023-2024 budget amendment is to appropriate fund balance related to encumbrances for prior fiscal year goods and services that were not received by June 30, 2023. These items are expected to be received in the current fiscal year and require associated budget appropriation.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - PO Rollover-106

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
Hotel/Motel Surcharge Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
106	5-0140-53390			Other Contractual Services	65,900.00	30,000.00	95,900.00
					-	-	-
					-	-	-
					-	-	-
					-	-	-
					65,900.00	30,000.00	95,900.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY23 Encumbrances for which goods or services will be received or rendered in FY24.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Capital Improvement Fund - Fund 301 - to appropriate fund balance for FY22-23
Encumbrances for which goods or services will be received or rendered in FY23-24.

Background: This fiscal year 2023-2024 budget amendment is to appropriate fund balance related to encumbrances for prior fiscal year goods and services that were not received by June 30, 2023. These items are expected to be received in the current fiscal year and require associated budget appropriation.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - PO Rollover-301

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
Capital Improvement Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0620-54500			Capital Outlay - Equipment	259,821.00	36,198.00	296,019.00
301	5-0940-54200			Capital Outlay - Buildings & Improvements	315,000.00	265,199.00	580,199.00
301	5-0720-54500			Capital Outlay - Equipment	693,630.00	65,408.00	759,038.00
301	5-0710-54500			Capital Outlay - Equipment	-	3,585.00	3,585.00
					-	-	-
					1,268,451.00	370,390.00	1,638,841.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY23 Encumbrances for which goods or services will be received or rendered in FY24.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Street Improvement Fund - Fund 302 - to appropriate fund balance for FY22-23
Encumbrances for which goods or services will be received or rendered in FY23-24.

Background: This fiscal year 2023-2024 budget amendment is to appropriate fund balance related to encumbrances for prior fiscal year goods and services that were not received by June 30, 2023. These items are expected to be received in the current fiscal year and require associated budget appropriation.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - PO Rollover-302

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
Street Improvement Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	5-0810-54200			Capital Outlay - Buildings & Improvements	-	418,213.00	418,213.00
302	5-0920-54800			Capital Outlay - Streets	2,210,000.00	32,711.00	2,242,711.00
302	5-0930-54500			Capital Outlay - Equipment	335,000.00	287,635.00	622,635.00
302	5-0920-55500			Lease Payments - Equipment	147,000.00	27,367.00	174,367.00
					-	-	-
					2,692,000.00	765,926.00	3,457,926.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY23 Encumbrances for which goods or services will be received or rendered in FY24.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: 2018 Capital Improvement Fund - Fund 303 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.

Background: This fiscal year 2023-2024 budget amendment is to appropriate fund balance related to encumbrances for prior fiscal year goods and services that were not received by June 30, 2023. These items are expected to be received in the current fiscal year and require associated budget appropriation.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - PO Rollover-303

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
2018 Capital Improvement Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
303	5-0810-54200			Capital Outlay - Buildings & Improvements	-	638,240.00	638,240.00
303	5-0940-54200			Capital Outlay - Buildings & Improvements	-	1,568,128.00	1,568,128.00
303	5-0510-54200			Capital Outlay - Buildings & Improvements	338,280.00	12,774.00	351,054.00
303	5-1210-54200			Capital Outlay - Buildings & Improvements	100,000.00	6,600.00	106,600.00
					-	-	-
					438,280.00	2,225,742.00	2,664,022.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY23 Encumbrances for which goods or services will be received or rendered in FY24.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: American Rescue Plan Fund - Fund 304 - to appropriate fund balance for FY22-23
Encumbrances for which goods or services will be received or rendered in FY23-24.

Background: This fiscal year 2023-2024 budget amendment is to appropriate fund balance related to encumbrances for prior fiscal year goods and services that were not received by June 30, 2023. These items are expected to be received in the current fiscal year and require associated budget appropriation.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - PO Rollover-304

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
American Rescue Plan Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
304	5-1040-54200			Capital Outlay - Buildings & Improvements	12,040.00	644,830.00	656,870.00
					-	-	-
					-	-	-
					-	-	-
					-	-	-
					12,040.00	644,830.00	656,870.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY23 Encumbrances for which goods or services will be received or rendered in FY24.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: August 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Grant Fund - Fund 010 - to appropriate fund balance for remaining FY23 balance in the Grant Fund for the emergency services contracts due to the April 19, 2023 tornado event.

Background: In the prior fiscal year, the Commission approved an \$8,000,000 budget amendment in the Grant Fund to fund emergency contracts related to the April 19, 2023, tornado event.

Approximately \$3.5 million is remaining. This amendment is to appropriate the \$3.5 million for continuing services in fiscal year 2023-2024.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - Grant fund

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
Grant Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
010	5-0740-53390			Other Contractual Services	-	3,500,000.00	3,500,000.00
							-
					-	-	-
					-	3,500,000.00	3,500,000.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for remaining FY23 balance in the Grant Fund for the emergency services contracts due to the April 19, 2023 tornado event.

Approved:

Mayor _____
 Attest: _____

City Clerk _____

On Date _____

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

Advertisement for Bids

Notice is hereby given that the City of Shawnee (hereinafter called the "Owner") will receive sealed bids at the City Clerk's Office, 16 W. 9th Street, Shawnee, OK 74802-1448 until 4pm the 21st day of August, 2023 for the Independence Avenue Waterline project.

Funding for this project is provided through American Rescue Plan Act (ARPA) grant program. As such, compliance with Labor Standards Contract Provisions is mandatory. Compliance with the Davis Bacon Act is mandatory **if the total project cost exceeds \$10,000,000 (ten million dollars)**.

All bids received at said time will be opened at the city commission meeting at 6pm and evaluated for completeness and correctness. All work shall be performed, and all construction and materials used and furnished shall be in accordance with the Plans and Specifications prepared by Cowan Group Engineering, and on file in the office of the City Clerk, 16 W. 9th Street, Shawnee, OK 74802-1448.

The Bid Packet and Contract Documents for this project may be examined at the following locations:

1. The City Clerk's Office, 16 W. 9th Street, Shawnee, OK 74802-1448.
2. Cowan Group Engineering, 7100 N. Classen, Suite 500, Oklahoma City, OK 73116

Hard copy plans and specifications may be obtained by the prospective bidders at these locations for \$100.00. No documents will be mailed until payment is received in full.

Complete digital project bidding documents are available for a non-refundable fee of \$50.00 by going to www.cowangroup.co, navigating to the Bid Documents page, and by entering Quest Project #8514939 on the website's project search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Each bidder shall accompany his original bid, filed with the City Clerk's Office with a certified or Cashier's Check on a solvent bank located in Oklahoma, or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said Plans and Specifications and furnish the required bonds according to the Public Competitive Bidding Act of 1974.

The Owner will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of the Contract and required bonds.

Each bidder shall accompany his bid with a sworn statement in writing that the bidder has not directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price are required for this project. These bonds must be obtained from a Corporate Surety licensed in Oklahoma and approved by the Owner and Consulting Engineer. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded. The Maintenance Bond required will guarantee the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner.

This project is to be financed by the ARPA grant program managed by the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. ARP-23-0026-G. The following requirements and regulations must be complied with:

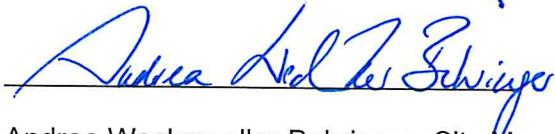
- A. "Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended."
- B. "Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements, which have been adopted for the OWRB ARPA program, and include employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. Requirements are contained in OWRB's Guidance and Procedures, ARP-267. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid."
- C. **If the total project cost exceeds \$10,000,000 (ten million dollars)** "Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub- contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1,3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. More information is available at <http://www.sam.gov/>" and <https://www.dol.gov/agencies/whd/government-contracts/construction>
- D. System for Award Management (SAM) registration is required for all Applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to receive funds from the ARPA program. SAM replaced the Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Registrants must retain an active status to be eligible for ARPA funding. Applicants and Awardees can go to SAM.gov to complete the registration process.

The bids filed with the City Clerk's Office will be opened and considered by the Owner, at a meeting to be held in The City of Shawnee Commission Chambers, 16 W. 9th Street, Shawnee, OK 74802-1448 Pottawatomie County on the 21st day of August 2023 at 6 pm. Bids received past 4pm on the stated date of Bid Opening will be returned.

The contract is to be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to correct any non-material clerical errors in the bidding as allowed under Oklahoma Law. The Owner reserves the right to reject any and all bids in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Conditional bids shall not be accepted.

A pre-bid conference will be held on this project at: City of Shawnee, Commission Chambers on the 10th day of August, 2023 at 10 am.

Approved on this 18 day of July, 2023

A handwritten signature in blue ink, appearing to read "Andrea Weckmueller-Behringer", written over a horizontal line.

Andrea Weckmueller-Behringer, City Manager



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

INDEPENDENCE AVENUE WATERLINE

PROJECT NUMBER: 22-223

ARPA Grant Project Number: ARP-23-0026-G

BID DATE: August 21, 2023

By:

Cowan Group Engineering, LLC
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Phone: 405-463-3369
CA # 6414 Expires 6/30/24

July 2023

TABLE OF CONTENTS

PAGE NO.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

ADVERTISEMENT FOR BIDS	1
INFORMATION FOR BIDDERS.	4
BID PROPOSAL FORM.	8
BIDDER'S STATEMENTS.	12
AFFIDAVITS (NON-COLLUSION AND BUSINESS RELATIONSHIPS).	14
BIDDERS / SUPPLIERS LIST (ARP-249).	15
STATEMENT OF QUALIFICATIONS.	16
BID BOND.	17
MAINTENANCE BOND.	19
PERFORMANCE BOND.	20
STATUTORY BOND.	21
APPLICATION AND CERTIFICATE FOR PAYMENT.	22
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.	24
CLAIM OR INVOICE AFFIDAVIT.	25
NOTICE OF AWARD	26
(CONTRACT) AGREEMENT	27
NOTICE TO PROCEED	29
CERTIFICATE OF APPROVAL OF CONTRACTS & BONDS BY LOCAL ATTORNEY	30
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE) GUIDANCE (ARP-267).	31
DBE GUIDANCE – APPENDIX A: OWNER, PRIME & SUB-CONTRACTOR RESPONSIBILITIES	33
DBE GUIDANCE – APPENDIX B: TITLE 40 PART 33 – GOOD FAITH EFFORTS	35
DBE GUIDANCE – APPENDIX C: RESOURCE LISTING & CONTACT INFO FOR MBE & WBE	37
ARP-6100-2 DBE SUBCONTRACTOR PARTICIPATION FORM	40
ARP-6100-3 DBE SUBCONTRACTOR PERFORMANCE FORM	42
ARP-6100-4 DBE SUBCONTRACTOR UTILIZATION FORM.	44
PROJECT SIGN REQUIREMENTS	46
CONTRACT SPECIFICATIONS	47

CONSTRUCTION PRODUCTS AND ACTIVITIES

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 00 00 – GENERAL CONDITIONS	1-16
SECTION 01 11 00 – SUMMARY OF WORK	1
SECTION 01 11 50 – MEASUREMENTS AND PAYMENTS	1-3
SECTION 01 21 19 – TESTING LABORATORY SERVICES	1-3
SECTION 01 33 00 – SUBMITTALS AND SUBSTITUTIONS	1-6
SECTION 01 45 00 – QUALITY CONTROL	1-6
SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	1-2
SECTION 01 60 00 – PRODUCT REQUIREMENTS	1-3
SECTION 01 70 00 – CONTRACT CLOSEOUT	1-4
SECTION 01 78 39 – PROJECT RECORD DOCUMENTS	1-2

DIVISION 02 – EXISTING CONDITIONS

SECTION 02 10 00 – SITE REMEDIATION	1
SECTION 02 42 00 – REMOVALS	1-2
SECTION 02 44 00 – ADJUSTMENT OF EXISTING STRUCTURES	1-3

DIVISION 03 – CONCRETE

SECTION 03 10 00 – FORM WORK	1-3
SECTION 03 20 00 – REINFORCEMENT	1-3
SECTION 03 30 00 – CAST-IN-PLACE CONCRETE	1-15
SECTION 03 31 00 – CONSTRUCTION JOINT SEALING	1-2
SECTION 03 60 00 – GROUT	1-5

DIVISION 31 – EARTHWORK

SECTION 31 00 00 – GENERAL EARTHWORK	1-6
SECTION 31 22 00 – SITE GRADING	1-3
SECTION 31 23 33 – TRENCHING, BACKFILLING AND COMPACTION	1-3
SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROL	1-3

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 32 11 23 – AGGREGATE BASE COURSES	1-3
SECTION 32 12 13.13 – TACK COAT	1-4
SECTION 32 12 16.39 – PLANT MIX BITUMINOUS BASES AND SURFACES	1-25
SECTION 32 13 13 – PORTLAND CEMENT AND CONCRETE PAVEMENT	1-11
SECTION 32 92 23 – SODDING	1-3

DIVISION 33 – UTILITIES

SECTION 33 05 07.13 – DIRECTIONAL BORE	1-5
SECTION 33 11 00 – WATER LINE & SANITARY SEWER MATERIALS	1-33
SECTION 33 11 16 – WATER LINE & SANITARY SEWER CONSTRUCTION	1-34
SECTION 33 12 17 – WATER METER BOX AND LID	1-2
SECTION 33 12 18 – METER RISER	1-2
SECTION 33 13 00 – DISINFECTION	1-2

Responsible Registrant

Cowan Group Engineering, LLC
CA No. 6414 (Expires 6/30/24)



Michael Taylor
Michael Taylor, PE
Project Manager
OK PE 27655

Advertisement for Bids

Notice is hereby given that the City of Shawnee (hereinafter called the "Owner") will receive sealed bids at the City Clerk's Office, 16 W. 9th Street, Shawnee, OK 74802-1448 until the 21st day of August, 2023 for the Independence Avenue Waterline project.

Funding for this project is provided through American Rescue Plan Act (ARPA) grant program. As such, compliance with Labor Standards Contract Provisions is mandatory. Compliance with the Davis Bacon Act is mandatory **if the total project cost exceeds \$10,000,000 (ten million dollars)**.

All bids received at said time will be opened and evaluated for completeness and correctness. All work shall be performed, and all construction and materials used and furnished shall be in accordance with the Plans and Specifications prepared by Cowan Group Engineering, and on file in the office of the City Clerk, 16 W. 9th Street, Shawnee, OK 74802-1448.

The Bid Packet and Contract Documents for this project may be examined at the following locations:

1. The City Clerk's Office, 16 W. 9th Street, Shawnee, OK 74802-1448.
2. Cowan Group Engineering, 7100 N. Classen, Suite 500, Oklahoma City, OK 73116

Hard copy plans and specifications may be obtained by the prospective bidders at these locations for \$100.00. No documents will be mailed until payment is received in full.

Complete digital project bidding documents are available for a non-refundable fee of \$50.00 by going to www.cowangroup.co, navigating to the Bid Documents page, and by entering Quest Project #8514939 on the website's project search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Each bidder shall accompany his original bid, filed with the City Clerk's Office with a certified or Cashier's Check on a solvent bank located in Oklahoma, or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said Plans and Specifications and furnish the required bonds according to the Public Competitive Bidding Act of 1974.

The Owner will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of the Contract and required bonds.

Each bidder shall accompany his bid with a sworn statement in writing that the bidder has not directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price are required for this project. These bonds must be obtained from a Corporate Surety licensed in Oklahoma and approved by the Owner and Consulting Engineer. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded. The Maintenance Bond required will guarantee the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner.

This project is to be financed by the ARPA grant program managed by the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. ARP-23-0026-G. The following requirements and regulations must be complied with:

- A. "Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended."
- B. "Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements, which have been adopted for the OWRB ARPA program, and include employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. Requirements are contained in OWRB's Guidance and Procedures, ARP-267. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid."
- C. **If the total project cost exceeds \$10,000,000 (ten million dollars)** "Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub- contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1,3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. More information is available at <http://www.sam.gov/>" and <https://www.dol.gov/agencies/whd/government-contracts/construction>
- D. System for Award Management (SAM) registration is required for all Applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to receive funds from the ARPA program. SAM replaced the Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Registrants must retain an active status to be eligible for ARPA funding. Applicants and Awardees can go to SAM.gov to complete the registration process.

The bids filed with the City Clerk's Office will be opened and considered by the Owner, at a meeting to be held in The City of Shawnee County Clerk's Office, 16 W. 9th Street, Shawnee, OK 74802-1448 Pottawatomie County on the 21st day of August 2023. Bids received more than ninety-six (96) hours prior to the Bid Opening will be returned.

The contract is to be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to correct any non-material clerical errors in the bidding as allowed under Oklahoma Law. The Owner reserves the right to reject any and all bids in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Conditional bids shall not be accepted.

A pre-bid conference will be held on this project at: City of Shawnee, County Clerk's Office on the 10th day of August, 2023.

Approved on this ____ day of _____, 20____

Andrea Weckmueller-Behringer, City Manager

Information for Bidders

Notice is hereby given that the City of Shawnee (hereinafter called the "Owner") will receive sealed bids at the City Clerk's Office, 16 W. 9th Street, Shawnee, Pottawatomie County, Oklahoma until the 10th day of August , 2023, for the Independence Avenue Waterline.

This project is to be financed by the ARPA grant program managed by the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. ARP-23-0026-G. The following requirements and regulations must be complied with:

- A. "Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended."
- B. " Each bidder must fully comply with the requirements, terms, and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements, which have been adopted for the OWRB ARPA program, and include employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. Requirements are contained in OWRB's Guidance and Procedures, ARP-267. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid."
- C. **If the total project cost exceeds \$10,000,000 (ten million dollars)** "Davis Bacon Act wage rules shall apply. All borers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1,3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. More information is available at <https://www.dol.gov/agencies/whd/government-contracts/construction> and <http://www.sam.gov/>"
- D. System for Award Management (SAM) registration is required for all Applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to receive funds from the ARPA program. SAM replaced the Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Registrants must retain an active status to be eligible for ARPA funding. Applicants and Awardees can go to SAM.gov to complete the registration process.

Each sealed envelope containing a bid must be plainly marked on the outside as "Bid for Independence Avenue Waterline", and the envelope should bear on the outside the bidder's name, address, and license number (if applicable). If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at: City of Shawnee, City Clerk's Office, P.O. Box 1448, Shawnee, OK 74802-1448.

All bids must be made on the required bid form, where all blank spaces for bid prices must be filled in, in ink or typewritten. The bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. The Owner may waive any informalities or minor defects or reject any and all bids as allowed under Oklahoma Law. Any bid may be withdrawn prior to the above scheduled time for bid opening, or authorized postponement thereof. Bids received more than ninety-six (96) hours before the time specified, or those received after the time set for bid opening will not be considered and will be returned unopened. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves of the accuracy of estimated quantities in the bid proposal by review of the Plans and Specifications, including any existing addenda, and by examination of the project site. Once a bid is submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities or the nature of work to be performed. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

Prior to bidding, the Owner shall provide to the bidders all pertinent information that 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 the product. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid exceeding \$100,000 must be accompanied by a Bid Bond for five percent of the total amount of the bid and payable to the Owner. A certified check may be used in lieu of the Bid Bond. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsive, responsible bidders. The bid securities of the successful bidder and the two remaining unsuccessful bidders will be returned upon Owner's approval of the successful bidder's executed certificate of insurance and construction bonds.

Construction bonds (Performance, Statutory, and Maintenance) in the amount of 100 percent with a corporate surety approved by the Owner will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid and construction bonds must file with each bond a certified and effective dated copy of their Power-of-Attorney.

The Owner shall award a contract to the lowest, responsive, responsible bidder or bidders within thirty (30) calendar days after bid opening. The Owner may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 111, Public Competitive Bidding Act of 1974 (PCBA).

The Notice of Award shall be accompanied by the necessary contract, bonds, and insurance. In the event of failure of the bidder to execute the contract, the Owner may consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The party to whom the contract is awarded will be required to execute the contract and obtain the construction bonds (Performance, Statutory and Maintenance) and certificate of insurance within 30 calendar days (not to exceed 60 days) from the date when the Notice of Award is delivered to the bidder. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 113 (PCBA).

With an acceptable contract, bonds and certificate of insurance signed by the party to whom the Contract was awarded, the Owner shall sign the contract and return to such party an executed duplicate. Should the Owner not execute the contract within the agreed upon period, the bidder may by written notice withdraw the signed contract. Such notice of withdrawal shall be effective upon its receipt by the Owner.

The Owner shall issue the Notice to Proceed after the execution of the contract, approval of bonds and certificate of insurance. If the Notice to Proceed has not been issued within the agreed upon period, the contractor may terminate the contract without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidders fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted. Tied bids are non-restrictive, and in order for a tied bid to be accepted it must be lower than the sum of low separate bids.

All applicable laws, ordinances, rules, and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. The successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public rights-of-way.

When using alternate bids, they will be listed in numerical order, with the highest priority being number one, the second highest priority being number two, etc. The lowest bidder will be determined by comparing all bids that contain the selected alternates and computing the total value of the base bid plus the alternates.

All bidders and owners shall comply with the Oklahoma PCBA of 1974.

The awarded bidder shall supply the names and addresses of all subcontractors and material suppliers when required to do so by the Owner.

To avoid bypassing of raw sewage during construction, the contractor shall use the methods and/or schedule(s) described in Section 33 11 00 of these Specifications, or the method(s) and/or schedule(s) described as follows:

The Contractor will be required to begin work within 15 calendar days of the date shown on the Notice to Proceed. The time for completion is 180 calendar days. Liquidated damages will be \$ 500 per calendar day.

In the event of a conflict between the Plans and the Specifications, the Specifications will govern.

The following items, included in this Bid Packet, shall be submitted along with the bid:

- Bid Proposal
- Bid Bond
- Non-Collusion Affidavit
- Business Relationship Affidavit
- Contractor's Statement about Equal Opportunity (ARP-211)
- Contractor's Certificate of Non-Segregated Facilities (ARP-212)
- Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a)
- Bidder's/Supplier's List (ARP-249)
- Subcontractor Performance form (ARP-6100-3)
- Subcontractor Utilization form (ARP-6100-4)
- DBE documentation (if applicable)
- Statement of Qualifications

The consulting engineer is Cowan Group Engineering. The consulting engineer's contact person for this project is Michael Taylor, PE, with phone number 405.463.3369 and email michael@cowangroup.co.

BID PROPOSAL FORM

CITY OF SHAWNEE **BID NOTICE: ARP 23-0026-G**

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of roads, street, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal, and further agrees to complete the work in **180** days (stipulated in the Contract Agreement) from the date of the issuance by the City's Engineer of a Work Order authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: _____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the City of Shawnee, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Shawnee.

DATED this _____ day of _____ 20 _____.

Signature: _____

Name and Title: _____

Company: _____ Circle One: Corporation Partnership Individual

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

Federal Tax I.D. _____

Attest: _____

Secretary

Corporate Seal
(if applicable)

INDEPENDENCE AVENUE WATERLINE

BID SCHEDULE: ARP 23-0026-G

BASE BID

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LS	1		
2	CLEARING AND GRUBBING	LS	1		
3	SOLID SLAB SOD	SY	310		
4	STORMWATER POLLUTION PREVENTION PLAN	LS	1		
5	16" STEEL CASING (BORE)	LF	114		
6	8" HDPE DR-11 WATERLINE (BORE)	LF	201		
7	12" HDPE DR-11 WATERLINE (HDD)	LF	3,799		
8	6" HDPE DR-11 WATERLINE (TRENCHING)	LF	21		
9	8" HDPE DR-11 WATERLINE (TRENCHING)	LF	118		
10	12" HDPE DR-11 WATERLINE (TRENCHING)	LF	146		
11	6" GATE VALVE & BOX	EA	11		
12	8" GATE VALVE & BOX	EA	4		
13	12" GATE VALVE & BOX	EA	12		
14	1" AIR RELIEF VALVE	EA	4		
15	6"X6" TAPPING SLEEVE & VALVE W/ BOX	EA	9		
16	8"X8" TAPPING SLEEVE & VALVE W/ BOX	EA	1		
17	12"X12" TAPPING SLEEVE & VALVE W/ BOX	EA	1		
18	HDPE WALL ANCHOR	EA	10		
19	FIRE HYDRANT ASSEMBLY	EA	10		
20	MECHANICAL JOINT FITTINGS	LB	5,157		
21	WATER SERVICE RECONNECTION (SHORT)	EA	11		
22	WATER SERVICE RECONNECTION (LONG)	EA	11		
23	LEAD SERVICE REPLACEMENT (SHORT)	EA	1		
24	LEAD SERVICE REPLACEMENT (LONG)	EA	1		
25	REMOVE & REPLACE CONCRETE PAVEMENT	SY	10		
26	REMOVE & REPLACE CONCRETE DRIVE	SY	60		
27	REMOVE & REPLACE ASPHALT PAVEMENT	SY	100		
28	REMOVE & REPLACE CONCRETE SIDEWALK	SY	145		
29	REMOVE & REPLACE INLET STRUCTURE	EA	1		
30	REMOVE EXISTING FIRE HYDRANT	EA	9		
31	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1		
32	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1		
33	PRESSURE AND LEAKAGE TESTING	LS	1		
34	DISINFECTION AND TESTING	LS	1		
TOTAL					

ADD. ALT. 1

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LS	1		
2	CLEARING AND GRUBBING	LS	1		
3	SOLID SLAB SOD	SY	20		
4	STORMWATER POLLUTION PREVENTION PLAN	LS	1		
5	12" HDPE DR-11 WATERLINE (HDD)	LF	991		
6	8" HDPE DR-11 WATERLINE (TRENCHING)	LF	3		
7	12" HDPE DR-11 WATERLINE (TRENCHING)	LF	8		
8	6" GATE VALVE & BOX	EA	1		
9	8" GATE VALVE & BOX	EA	1		
10	12" GATE VALVE & BOX	EA	2		
11	8"X8" TAPPING SLEEVE & VALVE W/ BOX	EA	1		
12	HDPE WALL ANCHOR	EA	4		
13	FIRE HYDRANT ASSEMBLY	EA	1		
14	MECHANICAL JOINT FITTINGS	LB	281		
15	REMOVE & REPLACE ASPHALT PAVEMENT	SY	11		
16	REMOVE & REPLACE CONCRETE SIDEWALK	SY	10		
17	REMOVE EXISTING FIRE HYDRANT	EA	1		
18	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1		
19	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1		
20	PRESSURE AND LEAKAGE TESTING	LS	1		
21	DISINFECTION AND TESTING	LS	1		
TOTAL					

ADD. ALT. 2

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LS	1		
2	CLEARING AND GRUBBING	LS	1		
3	SOLID SLAB SOD	SY	30		
4	STORMWATER POLLUTION PREVENTION PLAN	LS	1		
5	12" HDPE DR-11 WATERLINE (HDD)	LF	1,161		
6	8" HDPE DR-11 WATERLINE (TRENCHING)	LF	19		
7	12" HDPE DR-11 WATERLINE (TRENCHING)	EA	2		
8	6" GATE VALVE & BOX	EA	2		
9	8" GATE VALVE & BOX	EA	1		
10	12" GATE VALVE & BOX	EA	4		
11	8"X8" TAPPING SLEEVE & VALVE W/ BOX	EA	2		
12	HDPE WALL ANCHOR	LB	317		
13	FIRE HYDRANT ASSEMBLY	EA	15		
14	MECHANICAL JOINT FITTINGS	EA	12		
15	REMOVE & REPLACE ASPHALT PAVEMENT	SY	40		
16	REMOVE & REPLACE CONCRETE SIDEWALK	SY	20		
17	REMOVE EXISTING FIRE HYDRANT	EA	2		

18	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1		
19	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1		
20	PRESSURE AND LEAKAGE TESTING	LS	1		
21	DISINFECTION AND TESTING	LS	1		
TOTAL					

ALL ITEMS TO INCLUDE ALL APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND OPERABLE SYSTEM AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.

TOTAL BASE BID \$ _____

TOTAL BASE BID IN WORDS _____

ALT 1.

TOTAL ALT. 1 BID \$ _____

TOTAL ALT. 1 BID IN WORDS _____

ALT 2.

TOTAL ALT. 2 BID \$ _____

TOTAL ALT. 2 BID IN WORDS _____

Bidder's Statement about: Equal Opportunity Clause (ARP-211)

Mark one:

- ☐ I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.
- ☐ I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

- ☐ I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

Bidder's Statement about: Non-Segregated Facilities (ARP-212 and ARP-212a)

- ☐ I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.

Bidder's Statement about: Bonds

- ☐ I hereby certify that I will obtain and provide a Bid Bond along with my Bid.
- ☐ I hereby certify that, in the event of being awarded a Contract, I will provide a Performance Bond for 100% of the contract amount.
- ☐ I hereby certify that, in the event of being awarded a Contract, I will provide a Statutory/Payment Bond for 100% of the contract amount.
- ☐ I hereby certify that, in the event of being awarded a Contract, I will provide a Maintenance Bond for at least 1 year after construction completion, and 100% of the contract amount

Bidder's Statement about: sam.gov registration

Mark one:

- ☐ I have registered in SAM.gov and my status is "active".
- ☐ I am not currently registered in SAM.gov, but I will be registered and holding an "active" status prior to the beginning of any construction.

- ☐ I certify that I will actively review the SAM.gov status of all of the subcontractors in this work to verify they are registered and their status is "active".

Bidder's Statement about: Davis Bacon Act

If the total project cost exceeds \$10,000,000 (ten million dollars):

- ☐ I hereby certify that all of my employees will be paid according to the Davis Bacon Act.

Name and Title of Prospective Prime Contractor's Representative

Signature of Prospective Prime Contractor's Representative

Name and address of Prospective Prime Contractor

AFFIDAVITS

State of _____ ss.
County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the _____ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

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

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

If none of the business relationship herein above mentioned exists, affiant should so state.

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

Notary Public Signature

My Commission Expires: _____

ARP-249 BIDDERS/SUPPLIERS LIST

To be completed by Project Owner with documentation from all bidding Prime Contractors & Subcontractors
(List of all firms that bid or quote on Prime Contracts and Subcontracts on the project including Services and Supplies)

Project Name: _____ OWRB Project Number: ARP- ____ - ____ - ____

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Yes No	If <u>utilized</u> and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
DBE: Yes No	If <u>yes</u> , MBE or WBE? _____ Check one: Construction _____ Equipment _____ Services _____ Supplies _____ ARP 6100-3 form is <u>required</u> for all DBEs that bid/quote, even if not utilized. <u>Submit with Bidders List</u> . If <u>utilized</u> submit the following with Bidders List: - A copy of the companies MBE or WBE certificate is <u>required</u>. - ARP 6100-4 form is also <u>required</u>.

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Yes No	If <u>utilized</u> and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
DBE: Yes No	If <u>yes</u> , MBE or WBE? _____ Check one: Construction _____ Equipment _____ Services _____ Supplies _____ ARP 6100-3 form is <u>required</u> for all DBEs that bid/quote, even if not utilized. <u>Submit with Bidders List</u> . If <u>utilized</u> submit the following with Bidders List: - A copy of the companies MBE or WBE certificate is <u>required</u>. - ARP 6100-4 form is also <u>required</u>.

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Yes No	If <u>utilized</u> and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
DBE: Yes No	If <u>yes</u> , MBE or WBE? _____ Check one: Construction _____ Equipment _____ Services _____ Supplies _____ ARP 6100-3 form is <u>required</u> for all DBEs that bid/quote, even if not utilized. <u>Submit with Bidders List</u> . If <u>utilized</u> submit the following with Bidders List: - A copy of the companies MBE or WBE certificate is <u>required</u>. - ARP 6100-4 form is also <u>required</u>.

STATEMENT OF QUALIFICATIONS: _____
Bidder

Address

Similar Projects Completed by Bidder:

1.

NAME OF PROJECT:

OWNER:

ADDRESS:

DATE STARTED:

DATE COMPLETED:

APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT:
2.

NAME OF PROJECT:

OWNER:

ADDRESS:

DATE STARTED:

DATE COMPLETED:

APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT:
3.

NAME OF PROJECT:

OWNER:

ADDRESS:

DATE STARTED:

DATE COMPLETED:

APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT:
4.

OTHER PROJECT REFERENCES:

NOTE: THIS FORM IS TO BE RETURNED WITH THE BID.

BID BOND

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

Signed this _____ day of _____, _____.

The condition of the above obligation is such that, whereas the Principal has submitted to **City of Shawnee**, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for the **Independence Avenue Waterline**;

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all 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 bonds shall in no way be impaired or affected by any 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 their proper officers the day and year first set forth above.

Principal

Surety

By:_____

ATTEST: (if by corporation)

Type Name & Title

Corporate Seal

NOTE: THIS FORM IS TO BE RETURNED WITH THE BID.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and the _____
of, _____, a corporation duly organized under the laws of the State
of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto the City of
Shawnee, hereinafter call the Obligee, in the sum of _____
Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____,
for Independence Avenue Waterline, all in compliance with the plans and specifications therefore, made a part of
said Contract and on file in the office of Cowan Group Engineering, LLC, 7100 N. Classen Blvd., Suite 500, Oklahoma
City, OK 73116.

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Section 113(B)(3).

NOW THEREFORE, if said Principal shall pay or cause to be paid to Obligee all damage, loss, and expense which
may result by reason of defective materials and/or workmanship in connection with said work, occurring within a
period of one (1) year after acceptance of said project by Obligee; and if Principal shall pay or cause to be paid all
labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold Obligee
harmless from all damages, loss, and expense occasioned by, or resulting from, any failure whatsoever of said
Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each of which shall be deemed an original,
this ____ day of _____, 2023.

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

_____	(	_____
WITNESS AS TO SURETY	(	SURETY
	(	BY: _____
	(	ATTORNEY-IN-FACT

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 of Oklahoma. Attach a certified Copy
of the Power of Attorney.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and the _____
of, _____, a corporation duly organized under the laws of the State
of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Shawnee, hereinafter call the Obligee, in the sum of _____
Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____,
for Independence Avenue Waterline, all in compliance with the plans and specifications therefore, made a part of
said Contract and on file in the office of Cowan Group Engineering, 7100 N. Classen Blvd., Suite 500, Oklahoma
City, OK 73116.

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Section 113(B)(2).

NOW THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said
Contract and each and every covenant, condition, and part thereof, and shall fulfill all obligations resting upon said
Principal by the terms of said Contract and said specifications, and if said Principal shall protect and save harmless
said Obligee from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said
Contract resting upon said Principal, the this obligation shall be null and void, otherwise to be and remain in full force
and effect.

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

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each of which shall be deemed an original,
this ____ day of _____, 2023.

_____	(	_____
	(	PRINCIPAL
WITNESS AS TO PRINCIPAL	(	
	BY: _____	
_____	(	_____
	(	SURETY
WITNESS AS TO SURETY	(	
	(	BY: _____
	(	ATTORNEY-IN-FACT

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 of Oklahoma. Attach a certified Copy
of the Power of Attorney.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and the _____
of, _____, a corporation duly organized under the laws of the State
of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto the City of
Shawnee, hereinafter call the Obligee, in the sum of _____
Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____,
for Independence Avenue Waterline, all in compliance with the plans and specifications therefore, made a part of
said Contract and on file in the office of Cowan Group Engineering, LLC, 7100 N. Classen Blvd., Oklahoma City, OK
73116.

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Sections 1 and 113(B)(1).
NOW THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or
subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and
repairs to and parts for equipment used and consumed in the performance of said contract after the same becomes
due and payable the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so
due and unpaid.

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

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each of which shall be deemed an original,
this ____ day of _____, 2023.

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

_____	(	_____
WITNESS AS TO SURETY	(	SURETY
	(	
	(	BY: _____
	(	ATTORNEY-IN-FACT

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 of Oklahoma. Attach a certified
Copy of the Power of Attorney

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: INDEPENDENCE AVENUE WATERLINE
TO: (OWNER): CITY OF SHAWNEE

ENGINEER: Cowan Group Engineering, LLC

CONTRACTOR:

CONTRACT FOR:

APPLICATION DATE:

APPLICATION NO:

PERIOD FROM:

TO:

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved		ADDITIONS \$	DEDUCTIONS \$		
in previous months by				ORIGINAL CONTRACT SUM	\$ _____
Owner					
TOTAL				Net change by Change Orders	\$ _____
Subsequent Change Orders					
No.	Approved			CONTRACT SUM TO DATE	\$ _____
	(Date)			TOTAL COMPLETED TO DATE	\$ _____
				RETAINAGE _____%	\$ _____
				TOTAL EARNED LESS RETAINAGE	\$ _____
				LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ _____

TOTALS

Net change by Change Orders \$ _____

CURRENT PAYMENT DUE \$ _____

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ _____

INSPECTOR:

ENGINEER:

OWNER:

By: _____

By: _____

By: _____

Item No.	Description of Item	Scheduled Quantities	Unit Price	<u>Quantities of Work Completed</u>				
				<u>Previous Applications</u>		<u>This Application</u>		Amount Completed to Date
				Quantities	Amount	Quantities	Amount	

Subtotal or Total

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

TO OWNER: **City of Shawnee**
16 W. 9th Street
Shawnee, OK 74802-1448

PROJECT: Independence Avenue Waterline

CONTRACT DATED: _____

STATE OF: _____

COUNTY OF: _____

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered against any property of the Owner arising in any manner out of the performance of the Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

The following supporting documents should be attached hereto if required by Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn before me on this date:

Notary Public: _____

My Commission Expires: _____

CLAIM OR INVOICE AFFIDAVIT

State of _____ ss.
County of _____

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

Engineer/Supervisory Official signature

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

Notary Public signature

My Commission Expires: _____

NOTICE OF AWARD

Date: / /

Project: _____

Grant#: ARP-____-____-____

The _____ has considered the bid submitted by
Owner
_____ for the above referenced project in response to the
Contractor
Advertisement for Bids dated ____/____/____ and Information for Bidders. You are hereby notified
that your bid has been accepted for items in the amount of \$_____.

You are required per the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Statutory Bond, Maintenance Bond, and Certificate of Insurance within ____ calendar days from the date of this Notice. If you fail to provide these in the specified time, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

Owner's Authorized Representative signature

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
Contractor's Representative name

Authorized Representative of _____
Contractor

Contractor's Authorized Representative signature

Date _____

AGREEMENT

This Agreement made this ____ day of _____, 20__ between _____
(hereinafter called the Owner) and _____ (hereinafter called the Contractor).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the work for:

_____.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The Contractor will commence the work required by the Contract documents within ____ calendar days after the date of the Notice to Proceed and will complete the same within ____ calendar days unless the period for completion is extended otherwise.

4. The Contractor agrees to perform all the work described in the Contract documents and comply with the terms therein for the sum of \$ _____ or as shown in the Bid Schedule.

5. The term "Contract documents" means and includes the following:

- | | |
|---|-------------------------------------|
| (A) Advertisement for Bids | (I) Standard Requirements |
| (B) Information for Bidders | (J) Statutory Bond |
| (C) Bid Proposal | (K) Performance Bond |
| (D) Bid Schedule | (L) Maintenance Bond |
| (E) Business Relationships Affidavit | (M) Certificate of Insurance |
| (F) Non-collusion Affidavit | (N) Notice of Award |
| (G) Bid Bond | (O) Notice to Proceed |
| (H) Agreement | (P) Change Order |
| (Q) Drawings prepared by _____. | |
| Numbers ____ through ____ and dated ____ / ____ / ____. | |
| (R) Specifications prepared by _____, dated ____ / ____ / ____. | |
| (S) ADDENDA: | |
| No. _____, dated ____ / ____ / ____ | No. _____, dated ____ / ____ / ____ |
| No. _____, dated ____ / ____ / ____ | No. _____, dated ____ / ____ / ____ |

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Standard Requirements such amounts as required by the Contract documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. It is understood that the following are also required of the Contractor in performance of this contract:

- a. Liquidated damages for failure to complete the work within the time specified shall be assessed at the rate of \$_____ per day for each additional calendar day until the work is completed.
- b. Contractor shall comply with the Underground Facilities Damage Prevention Act (63 O.S. 42.1 et seq.).

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in _____ copies each of which shall be deemed an original on the date first above written.

Owner's Authorized Representative	Title	Signature	____/____/____ Date
Attested by	Title	Signature	____/____/____ Date
Contractor's Authorized Representative	Title	Signature	____/____/____ Date
Attested by	Title	Signature	____/____/____ Date

NOTICE TO PROCEED

Date: ____/____/____

Project: _____

Grant#: ARP-____-____-____

Notice is hereby given to _____ to commence work on the above
Contractor
referenced project on or before ____/____/____. In accordance with the Agreement dated
____/____/____, you are to complete the work within ____ consecutive calendar days. The date of
completion of all work is ____/____/____.

Owner's Authorized Representative signature

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,
Contractor's Representative name

Authorized Representative of _____
Contractor

Contractor's Authorized Representative signature

____/____/____
Date

**CERTIFICATE OF APPROVAL OF CONTRACTS AND BONDS BY LOCAL
ATTORNEY**

I, the undersigned _____,
the duly authorized and acting legal representative of the _____,
after careful examination of the Contract between this Entity and
_____, and the surety bonds given by the contractor in
connection with the performance of said contract, do hereby certify that:

1. Each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives.
2. Said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein.
3. The foregoing contract and surety bonds, as applicable, constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this ____ day of _____, 20 ____.

Attorney's signature

Disadvantaged Business Enterprise Program (DBE) Guidance (ARP-267)

Important note: All OWRB ARPA information can be found at: <https://www.owrb.ok.gov/financing/grant/arpa.php>

The OWRB is administering the State of Oklahoma's ARPA funding for various wastewater and water quality projects. The ARPA program is federally funded, and one of the conditions of federal grant awards is for recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs).

To ensure compliance with federal DBE requirements, both Grant Recipients (Project Owners) and Prime Contractors must undertake the good faith efforts to provide opportunities for DBE firms to participate in contracts. Federal regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This directory can be accessed at <https://okdot.gob2g.com/Default.asp>

Good Faith Efforts: EPA's Good Faith Efforts for the Clean Water State Revolving Fund (CWSRF) will be used for the OWRB ARPA grant program. The following good faith efforts will apply to all procurement categories involving ARPA funds (See Appendices A& B).

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBE) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

Please submit all information to:
Financial Assistance Division, OWRB
3800 North Classen Blvd, Oklahoma City, OK 73118
Phone: 405.530.8800, FAX: 405.530.8900
<http://www.owrb.ok.gov>

Disadvantaged Business Enterprise Program (DBE) Guidance

Demonstration of the Six Good Faith Efforts. See Appendices A & B for additional bidding instructions and contract administrative provisions.

A: Project Owners are required to create and maintain a bidders list in accordance with Subpart E of Part 33 of EPA's Disadvantaged Business Enterprise Program rule, (§ 33.501(b)). This requirement will be adopted for projects funded through the OWRB ARPA program. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, on competitively bid ARPA funded projects. The bidders list must only be kept until the project period for the identified grant has ended. The following information must be obtained from all prime and subcontractors and can be provided on Bidders List (ARP-249):

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE

B: Project Owners are required to undertake good faith efforts. Steps 1 through 5 can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

To provide procurement opportunities to DBE Firms, the Project Owner should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use listings of certified DBEs from the U.S. Small Business Administration (SBA), Oklahoma Department of Transportation (ODOT), etc., to solicit DBE firms as prime contractors whenever they are potential candidates. Project Owners should advertise in minority, local and regional newspapers.
- Invite DBE firms, where appropriate, to meetings, conferences etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBE's. This includes, whenever possible, a minimum of 30 calendar days for bids or request for proposals.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid both as prime-contractors and as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium of DBEs, when a contract is too large for one of these firms to handle individually.
- Require prime contractor to complete ARP Form 6100-3 & ARP Form 6100-4 and submit with bid proposal to Project Owner.

C: Project Owners must require the prime contractor to undertake steps 1 through 5 of the Good Faith Efforts in providing DBE firms opportunity for sub-contracts.

Project Owner must provide the DBE Guidance (ARP-267) and associated forms to Prime Contractors for utilization of DBEs in the bidding documents.

**APPENDIX A: Project Owner, Prime Contractor and
Sub-Contractor Responsibilities**

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Project Owner Responsibilities:

- Include OWRB's DBE guidance (ARP-267) in each contract with a primary contractor.
- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - b) To provide **ARP form 6100-2 – DBE Subcontractor Participation Form** to all DBE subcontractors (Optional submittal by subcontractors) (§ 33.302(e)).
 - c) To submit **ARP form 6100-3 – DBE Program Subcontractor Performance Form** and **ARP form 6100-4 – DBE Program Subcontractor Utilization Form with bid package or proposal.** (§ 33.302 (f) and (g)).
 - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
 - h) Provide Project Owner DBE participation achievements with bid proposal – this includes all information necessary for the Owner to complete the Bidders List (ARP-249). The Owner may allow the prime contractor to complete the Bidders List (ARP-249); however, the Owner is responsible for review and submittal.
- Maintain records documenting compliance with the requirements of Title 40 Part 33, including Bidders List (ARP-249) and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

- Provide **ARP form 6100-2 – DBE Program Subcontractor Participation Form** and **ARP form 6100-3 – DBE Program Subcontractor Performance Form** to each DBE subcontractor as part of the bid conference and prior to opening of the contractor's bid or proposal (§ 33.302(e) and (f)). Complete **ARP form 6100-4 – DBE Program Subcontractor Utilization Form** (§ 33.302(g)).
- Submit to recipient with bid package or proposal the completed **ARP form 6100-4**, plus an **ARP form 6100-3** for each DBE subcontractor used in the contractor's bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Project Owner (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in (§ 33.301) if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in (§ 33.301) even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide Project Owner DBE participation achievements with bid proposal. This includes information necessary for Owner's completion of the Bidders List (ARP-249).
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including Bidders List (ARP-249) and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

Subcontractor Responsibilities:

- May submit **ARP form 6100-2 – DBE Subcontractor Participation Form** to Debra Bradford, EPA Region 6 DBE Coordinator (§ 33.302(e)). Submitted if concerns with EPA funded project (e.g., termination, late payment, etc.)
- Must complete **ARP form 6100-3 – DBE Program Subcontractor Performance Form** and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

Summary of ARP Forms

ARP Form	Requirement	Provided By	Completed By	Submitted To
6100-2: DBE Subcontractor Participation Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors if concerns with EPA funded project (e.g., termination, late payment, etc.)	EPA Region 6 DBE Coordinator, Debora Bradford
6100-3: DBE Subcontractor Performance Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors with Prime Contractor's Signature. Completed when bidding on a job.	Project Owners as part of a bid or proposal package
6100-4: DBE Subcontractor Utilization Form	Project Owners required to have prime contractors complete the form	Project Owners to Prime Contractors	Prime Contractors to indicate the utilization of a DBE.	Project Owners as part of bid or proposal

APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS

§ 33.102 When do the requirements of this part apply?

The requirements of this part apply to procurement under ARPA Grant program agreements performed entirely within the United States, whether by a Project Owner or its prime contractor, for construction, equipment, services, and supplies.

§ 33.106 What assurances must ARPA Grant program recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

§ 33.206 Is there a list of certified MBEs and WBEs?

The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This database can be found at this website: <https://okdot.gob2g.com/Default.asp>.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an ARPA Grant program agreement, even if it has achieved its fair share objectives under subpart D of this part:

- a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBE's, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBE's. For state and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

§ 33.302 Are there any additional contract administration requirements?

- a) Project Owners must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- b) Its prime contractor must notify Project Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- d) A project owner must require its prime contractor to employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under §33.301 subpart D above.

- e) A recipient must require its prime contractor to provide ARP Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. ARP Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of ARP Form 6100-2 directly to the appropriate EPA DBE Coordinator.
- f) A recipient must require its prime contractor to have its DBE subcontractors complete ARP Form 6100-3—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- g) A recipient must require its prime contractor to complete and submit ARP Form 6100-4—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.
- h) Copies of ARP Form 6100-2—DBE Program Subcontractor Participation Form, ARP Form 6100-3—DBE Program Subcontractor Performance Form and ARP Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving a grant under federal financial assistance agreement.

§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?

A recipient cannot be penalized or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

**APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION
FOR UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

Resource Listing	Contact Information	Website if applicable
U.S. Small Business Administration (SBA) In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.	US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722	https://www.sba.gov/
U. S. Small Business Administration (SBA) - OK. District Office	301 NW 6 th St. Oklahoma City, OK 73102 Phone: 405.609.8000	https://www.sba.gov/offices/district/ok/oklahoma-city
Minority Business Development Administration (MBDA): The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBEs.	1401 Constitution Ave NW Washington, D.C. 20230 Email: support@mbda.gov Phone: (202) 482-2000	http://www.mbda.gov/
Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes visit the websites.	U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200	http://www.bls.gov/iag/tgs/iag_index_naics.htm
Oklahoma Department of Transportation (ODOT) and the <u>Minority/Disadvantaged Business Enterprise (ODOT – MBE/DBE)</u> . Project Owners and bidders may locate qualified M/WBE's through the MBE/WBE Directory	200 NE 21 st Street Oklahoma City, OK 73105 Phone: 405.521.2082	https://okdot.gob2g.com/Default.asp
US EPA Office of Small and Disadvantaged Business Utilization (OSDBU): advocates and advances the business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses. The Small Business Vendor Profile System contains information of number of small and disadvantaged companies registered with OSDBU.	USEPA Office of Small Programs 1200 Pennsylvania Ave. NW Mail Code 1230T Washington, D.C. 20460 Phone: 202 566-2075	https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu Select "search the OSBP Registry" Click on the search criteria of interest (ethnicity, size, SIC, etc.)

National Black Chamber of Commerce	4400 Jenifer St NW #331, Washington, DC 20015 Phone: 202 466-6888 Fax: 202 466-4918 Email: info@nationalbcc.org	http://www.nationalbcc.org
U.S. Hispanic Chamber of Commerce	424 K St NW #401, Washington, DC 20005 Phone: (202) 842-1212	http://www.usbcc.com
National Association of Minority Contractors (NAMC)	910 17th Street, NW, Suite 413 Washington, DC 20006 Phone: 202.296.1600 info@namcnational.org	http://namcnational.org/
National Association of Women's Business Owners (NAWBO)	601 Pennsylvania Ave NW South Building, Ste 900 Washington, DC 20004 Phone: 800-556-2926 Fax: 202-403-3788	www.nawbo.org
National Minority Supplier Development Council, Inc. (NMSDC)	1359 Broadway, 10th Floor, Suite 1000 New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611	http://www.nmsdc.org/
Native American Development Corporation (NADC) - provides technical assistance, financial lending opportunities, and champions small businesses	17 N. 26th St. Billings, MT 59101 Phone: (406) 259-3804 Fax: (406) 259-4569 Email: nadcptac@nadc-nabn.org	http://www.nadc-nabn.org/
City of Tulsa – Small Business Enterprise Program Maintains a list of Minority and Female business Enterprises that are certified through the “building Resources in Developing and Growing Enterprises	175 E. 2nd St. Tulsa, OK. 74103 Phone: (918) 596-7818	https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/ Click on the ‘member list”
Southwest Minority Supplier Development Council: Maintains lists of certified Minority Business Enterprises in Oklahoma	7301 Broadway Ext Ste 224, OKC, OK 73116 Phone: (405) 767-9900	http://www.smsdc.org/

National Association of Women in Construction (NAWIC)	327 S. Adams Street Fort Worth, TX 76104 Phone: 800-552-3506 817.877.5551 Fax: 817.877.0324	http://www.nawic.org/
Bureau of Indian Affairs - Maintains a list of Native American Contractors and Suppliers by Trade	P.O. Box 368 (1 Mile North on Hwy 281) Anadarko, OK 73005 Phone: (405) 247-6673 Fax: (405) 247-5611	https://www.bia.gov/as-ia/eed/division-economic-development/native-american-business-development
Oklahoma Department of Commerce Certification Programs and information	900 N Stiles Ave. Oklahoma City, OK 73104 Phone: (405) 815-6552 Toll-Free: (800) 879-6552	https://www.okcommerce.gov/doing-business/#business-services
Cherokee Nation Tribal Employment Rights Office - Maintains a directory of Indian-owned businesses	Cherokee Nation TERO Dept. P.O. Box 948 Tahlequah, OK 74465 Phone: (918) 453-5334 or Toll Free: 800-256-0671 ext. 5334	http://cherokeetero.com/

ARP-6100-2 DBE Subcontractor Participation Form

OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name	Project Name	
Bid/Proposal No.		Point of Contact
Address		
Telephone No.	Email address	
Prime Contractor Name		Funding entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Subcontractor Signature	Print Name
Title	Date

ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE₁ subcontractor's₂ description of work to be performed and the price of the work submitted to the prime contractor. OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name	Project Name
Bid/Proposal No.	Point of Contact
Address	
Telephone No.	Email Address
Prime Contractor Name	Funding Entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ____ DOT ____ SBA ____ Other: _____		Meets/ exceeds EPA certification standards? ____ YES ____ NO ____ Unknown

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

ARP-6100-4 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE₁ subcontractors₂ and the estimated dollar amount of each subcontract. OWRB Financial Assistance Agreement Recipients must require their prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	Project Name
Bid/Proposal No.	Point of Contact
Address	
Telephone No.	Email address
Funding Entity Oklahoma Water Resources Board	

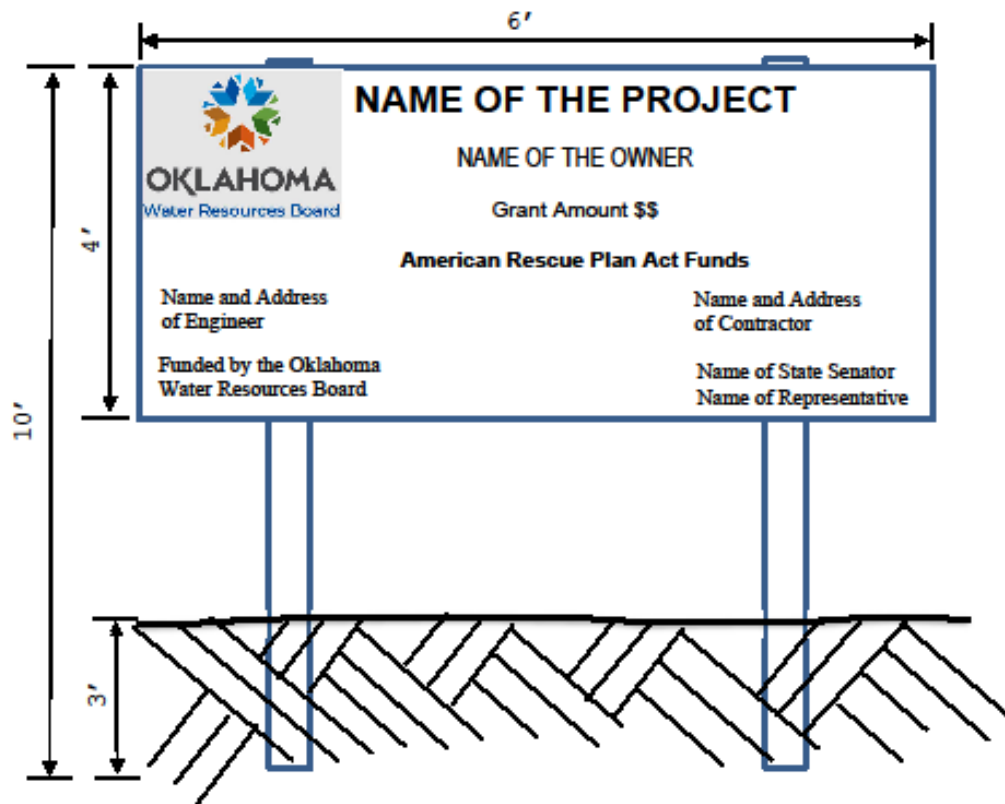
I have identified potential DBE certified Subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

PROJECT SIGN

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with OWRB Financial Assistance Program funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 3/4" x 4' x 6' - 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.



CONTRACT SPECIFICATIONS

A. General

1. This Contract is intended to, and hereby does, provide for complete in place, **Independence Avenue Waterline (ARP-23-0026-G)**, including all necessary work and material for a total job, whether or not such work and material is shown or implied in the plans and specifications.
2. All construction and materials shall conform to the City of Shawnee Standard Specifications as contained herein. All work necessary to make for a complete and operable Independence Avenue Waterline as intended by these plans and specifications for which bid items are not provided, shall be considered incidental work and the cost thereof shall be included in other appropriate bid items.
3. The cost to include the furnishing and installation of all temporary sheeting, shoring, timbering and bracing required to maintain any excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work shall be included in other items of work. The CONTRACTOR shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work. The CONTRACTOR will be held liable for any damage which may result to neighboring property from excavation or construction operations.
4. Whenever any excavation is carried beyond the lines and grades shown on the Contract Drawings, written in the Contract Documents, and/or given by the ENGINEER, the CONTRACTOR shall, at his own expense, refill all such excavated space with such materials and in such a manner as may be directed. Beneath and around concrete structures, space excavated without authority shall be thoroughly compacted when refilling, or if deemed necessary by the ENGINEER, shall be refilled with concrete at the CONTRACTOR'S expense.
5. If the materials encountered on any excavation are not suitable for structural foundations, or if necessary, to go an additional depth or width from that designated on the contract drawings to provide proper bearing for pipe and concrete, the CONTRACTOR shall make such additional excavations outside the regular limits of the work as may be directed by the ENGINEER. The cost of such additional excavation shall be merged into the appropriate unit price.
6. Excavated material shall be deposited so as to interfere as little as possible with the execution of the whole work or its several parts. Such material as cannot be placed in its final position in fills and embankment shall be removed to a temporary spoil bank, from which it shall later be taken and placed in embankment or fills.
7. Unsuitable and surplus excavated material not incorporated in the improvement shall be disposed of by the CONTRACTOR at his own expense unless otherwise designated in the project specifications, or on the contract drawings.
8. If private land is used by the CONTRACTOR as a spoil site, the CONTRACTOR shall obtain written permission from the OWNER or agent of the land agreeing to its use for this purpose and provide the project OWNER with a certified copy of such agreement.
9. The CONTRACTOR shall notify residents and business OWNERS of construction by distributing door hangers to each and every house, business, and /or occupied structure located

on the street or alley where the construction shall occur, at least 48 hours in advance of the commencement of construction.

B. Site Conditions

The CONTRACTOR shall be responsible for familiarizing himself with surface and subsurface conditions. The base bid as shown in the proposal shall include cost for unclassified excavating of earth, rock, dewatering, stabilizing unsuitable soils such as quicksand or other unsuitable materials, or any hazard that may be encountered. The cost for such work shall be included in the appropriate bid item. No additional compensation shall be given for such work. The CONTRACTOR shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure.

C. Surveys

The CONTRACTOR shall develop and make all detailed surveys needed for construction such as slope stakes, batter boards, stakes for construction location and other working points, lines and elevations. The CONTRACTOR shall carefully preserve all benchmarks, reference points and stakes established by the ENGINEER and in case he causes damage or disturbance, he will be charged for the cost of replacement and shall be responsible for any mistakes that may be caused by their loss.

D. Utility Locations

The elevation and location of all utilities shown on the contract drawings were taken from public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of these utilities, and he will be liable for any expense resulting from damage to them. Unless otherwise indicated on the contract drawings or unless otherwise taken care of by the OWNER thereof, all utilities and all structures of any nature, whether below or above ground, that may be affected by the work shall be protected and maintained by the CONTRACTOR and shall not be disturbed or damaged by him during the progress of the work. Should the CONTRACTOR disturb, disconnect or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the CONTRACTOR. This provision shall apply whether or not said utility or structure is shown on the plans. All utility locations shown or not shown on these plans shall be the responsibility of the CONTRACTOR prior to excavation. Utility location telephone numbers are:

1-800-522-6543	Statewide
1-800-654-8349	Out of State

E. As-Built Records

The CONTRACTOR is required to keep a current record of all field changes on jobsite at all times. They shall be legibly marked on his plan and shall become property of the City of Shawnee prior to completion for purposes of constructing an as-built record of this project.

F. Arrangement and Charge for Water Furnished by the City

If the CONTRACTOR desires to use city water, he shall pay the rate established by City Ordinance for such service and he shall make complete and satisfactory arrangements with the City Utility Department for so doing. Flush meters will be used and the CONTRACTOR shall deposit the cost of the flush meter with the Utility Department and will pay for repairs and maintenance of the meter

for the period which he has the meter in use in his possession. CONTRACTOR shall be charged for the amount of water he uses, including any monthly minimum charge.

G. Use of Fire Hydrants

The CONTRACTOR or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve or stop cock or tap any water-main belonging to the City unless duly authorized to do so by the OWNER.

H. Protection and Opening to Pedestrians and Traffic

The CONTRACTOR is required to receive permission from the CITY ENGINEER to close any traffic lanes or alleys or roads during construction. No road shall be permanently or temporarily closed without prior approval by the CITY ENGINEER. The CONTRACTOR shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian; whenever it is necessary to cross, obstruct, or temporarily close roads, driveways and walks, whether public or private. The CONTRACTOR shall, at his own expense, provide and maintain suitable and safe bridges, detours, barricades, signing, lighting, striping and/or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to OWNERS of private drives before interfering with them; provided, however, that such maintenance of traffic will not be required at any point where the CONTRACTOR has obtained permission from the OWNER and/or tenant of private property, or from the authority having jurisdiction over public property involved to obstruct traffic at any designated point thereon and for the duration of whatever period of time as may be agreed upon. All work pertaining to traffic control shall be in accordance with the latest revision of "The Manual on Uniform Traffic Control Devices."

I. Materials and Construction

All materials and construction shall be in accordance with the City of Shawnee Standard Specifications for Construction (Standard Specifications) and Construction Standards as contained herein.

J. Testing and Acceptance Requirements

The CONTRACTOR shall be responsible for paying the cost of all testing outlined in the Standard Specifications. Testing shall be performed by a qualified testing laboratory approved by the OWNER.

K. Protection and Preservation of Property and Landscape

The CONTRACTOR will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The CONTRACTOR shall furnish such watchmen, guards, fences, warning signs, lights and walkways, and shall take all other precautions as shall be necessary to prevent damage to persons or property. All structures and improvements damaged by the CONTRACTOR, his employees, SUBCONTRACTORS, or agents, shall be restored to a condition as good as when he entered upon the work. The duty of the ENGINEER to conduct construction inspection of the CONTRACTOR'S performance does not include any review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site or sites. The ENGINEER has not been retained or compensated to provide design and construction review services relating to the CONTRACTOR'S safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR to perform his work.

No trees shall be removed on the site of the work where outside of excavation limits, except where their removal is authorized by the ENGINEER. Where trees are on the line of the trench or adjacent thereto such trees and roots shall be removed and disposed of by and at the expense of the CONTRACTOR.

Trees remaining at the end of construction shall be adequately protected from permanent damage by reason of construction operations. Trimming of remaining trees where required shall be as directed by the ENGINEER.

All turf, shrubbery, and other landscaping, damaged or removed by the CONTRACTOR shall be replaced under the direction and to the satisfaction of the OWNER, by and at the expense of the CONTRACTOR.

Any traffic signal loop wire, pull box, or conduit that is damaged or destroyed shall be replaced under the direction and to the satisfaction of the OWNER, by and at the expense of the CONTRACTOR.

L Administrative Matters

All permits, fees, and licenses required under City Ordinance not regulated by state or federal law will be collected.

DIVISION 01 – GENERAL REQUIREMENTS**SECTION 01 00 00 – GENERAL CONDITIONS****PART 1 – GENERAL****1.1 DESCRIPTION**

The General Conditions shall govern and control all work to which they apply; however, since these specifications are of a general nature, they may refer to work not found in this project, in which case such non-applicable stipulations will have no meaning in this Contract. In case of conflict between the General Conditions and the Special Conditions, the Special Conditions shall govern. In case of conflict with either the General or Special Conditions by Supplemental Conditions of a funding agency such as EPA, FMHA, EDA or HUD, the Supplemental Conditions will govern.

PART 2 – DEFINITIONS**2.1 DEFINITIONS**

DEFINITIONS: Whenever the words defined below, or pronouns used in their stead occur hereinafter, they shall have the meanings given as follows:

- A. "OWNER" shall mean the City of Shawnee or Shawnee Municipal Authority.
- B. "ENGINEER" shall mean Cowan Group Engineering, LLC, who has been employed by the OWNER for this work, or his duly authorized agent.
- C. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the ENGINEER, limited to the particular duties entrusted to him or them.
- D. "CONTRACTOR" shall mean the person, persons, partnership, company, firm or corporation entering into this contract for the performance of the work, or the agent appointed to act for such party.
- E. "Specification" shall mean, collectively, all of the terms and stipulations contained in the written portion of information furnished.
- F. "Drawings or Plan Sheets" shall mean, collectively, all of the drawings pertaining to the contract and made a part thereof, and also such supplementary drawings as the ENGINEER may issue from time to time in order to clarify the drawings, or for the purpose of showing authorized changes in the work, or for showing details which are not shown thereon.
- G. The term "Grade" used in these Specification is understood to refer to and indicate the established elevations of the paving, flow line of waterlines and other appurtenances as shown on the drawings.
- H. Whenever in these CONTRACT DOCUMENTS the words "as ordered", "as directed", "as permitted", "as allowed", or words or phrases of like import are used, it shall

be understood that the order, direction, requirements, permission, or allowance of the OWNER and ENGINEER is intended.

- I. Similarly, the words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactory", or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the OWNER and ENGINEER.
- J. Whenever the term "or equal" is used in the drawings and/or Specification it shall refer to a material which will adequately perform the same function, in the opinion of the ENGINEER, as the material specified or shown on the drawings.

PART 3 - SCOPE OF WORK

The work to be covered under these contracts in accordance with the drawings listed herein and, in these specifications, consists of the furnishing of all materials, equipment, tools, labor, transportation and services necessary to complete the construction as outlined herein and as shown on the drawings. The complete installation shall not lack any part which can be reasonably implied as necessary to its proper functioning nor any subsidiary which is customarily furnished.

PART 4 - EXAMINATION OF SITE OF WORK

It is the obligation of the bidder to examine carefully the site of the proposed work; to ascertain for himself all the facts concerning conditions therein, including all physical characteristics above, on and below the surface of the ground; to investigate the subsurface conditions and to determine for his information the character and proportionate quantities of soils, rock and other subsurface material which may be encountered in the work; to inform himself by independent research of the difficulties to be encountered and judge for himself the accessibility of the work and all other circumstances affecting the cost of doing the work or the time required for its completion; and the bidder agrees to this obligation in signing the proposal. When provided, the soils boring and testing report is attached to these Specification for the CONTRACTOR'S information and is not a part of the contract. No guarantee is made as to their accuracy or completeness. The OWNER assumes no responsibility whatsoever with respect to ascertaining for the bidder such facts covering physical characteristics at the site of the work. The bidder agrees that, if awarded the contract, he will make no claim for, and will have no right to, additional payment or extension of time for completion of the work or any other concession because of any failure on his part to fully acquaint himself with all conditions relating to the work. The bidder shall rely exclusively upon his own estimate, investigation and evaluation of site conditions.

PART 5 - SITE CONDITIONS

Where connections to existing utilities are shown on the drawings, the work may be required to be done at night or at a time which will least interfere with the operation of the existing facility.

The tie to existing utilities will be coordinated with personnel of the OWNER of the existing lines and will be done at a time to least inconvenience their operation. The work may be required to be done at night or weekends or both.

Where possible the existing utilities (water, gas, etc.) have been noted on the drawings. There may be additional buried lines that are not shown and if such is encountered, said lines will be left in service. CONTRACTOR shall take all precautions available prior to construction to locate, identify, and verify utilities. If said lines are broken by the CONTRACTOR, they shall be repaired as soon as possible.

The work along or across state highways shall be done in accordance with the permit from Division Engineer, Department of Transportation. The right-of-way shall be maintained in a satisfactory manner at all times. All roads, streets, drives, etc., cut during construction shall be properly protected by barricades, flashing lights, etc., and shall be made passable as soon as possible after laying of lines during the day and always at night. CONTRACTOR shall maintain the above cut roads in a passable condition until the wearing surface is replaced and then kept in a satisfactory condition for five (5) years after job is completed.

PART 6 - EXPLOSIVES

In handling explosives used during the construction of the project, the CONTRACTOR shall adhere to all Federal and State laws and City ordinances regulating the purchase, transportation, storage, handling, and use of such explosives. No blasting shall be done without 12-hour notification of the OWNER and ENGINEER, proof of insurance, and the presence of the Inspector. All equipment, tools, and materials used shall be of the correct type and in good condition for the operation. The CONTRACTOR shall take all necessary precautions to avoid damage to property resulting from the transportation, storage, handling and use of explosives. Before blasting, the CONTRACTOR shall take all necessary precautions to ensure that rock and debris will be confined to the excavation. Any blasting within 10 ft. of a water, sewer, gas or pipeline shall be done with very light charges, and utmost care shall be taken to avoid disturbance to these lines.

PART 7 - SUBMITTALS

Engineering data covering all equipment and fabricated materials to be furnished under this contract shall be submitted to the ENGINEER for review. This data shall include drawings and operation of component materials and devices; the external connections; anchorages and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing essential details of any changes proposed by CONTRACTOR and all required structural layout and wiring diagrams.

No work shall be performed in connection with the fabrication or manufacture of materials and equipment, nor shall any accessory or appurtenance be purchased until the drawings and data therefore have been reviewed, except at the CONTRACTOR'S own risk and responsibility.

At least five (5) copies of each drawing and necessary data with statement of approval by the CONTRACTOR, shall be submitted to the ENGINEER. Each drawing or data sheet shall be clearly marked with the name of the project, the ENGINEER'S name, CONTRACTOR'S name and references to applicable specification paragraphs and drawing sheets. When catalog pages are submitted, the applicable items shall be identified.

The ENGINEER'S review of drawings and data submitted by the CONTRACTOR will cover only general conformity to the drawings and specifications, external connections and

dimensions which affect the layout. The ENGINEER'S review of drawings returned marked NO EXCEPTIONS NOTED or EXCEPTIONS NOTED does not indicate a thorough review of all dimensions, quantities and details of the material, equipment, device or items shown and does not relieve the CONTRACTOR from any responsibility for errors, omissions, or deviations from the contract requirements.

All drawings and data, after final processing by the ENGINEER, shall become a part of the contract documents, and the work shown or described thereby shall be performed in conformance therewith unless otherwise authorized by the OWNER or the ENGINEER.

After drawings and data have been accepted by OWNER or ENGINEER, the CONTRACTOR shall submit three (3) additional copies of all data and one (1) set of reproducible of all drawings to OWNER for file records. Also, CONTRACTOR shall keep accurate "record drawings" records of the work and turn these records over to the OWNER at the completion of the work.

PART 8 - SURVEYS

The OWNER shall establish base lines or control points for the location of the principal component parts of the work together with benchmarks adjacent to the work as shown or indicated on the Drawings. The CONTRACTOR shall develop and make all detail surveys necessary for construction. The CONTRACTOR shall be responsible for the accuracy of all lines and grades for all parts of the work. He shall do all field work necessary to lay out and maintain the work and shall make available to the OWNER all facilities and information necessary for properly checking the accuracy of such field work. Such checking shall in no way relieve the CONTRACTOR of his responsibility of the correctness of all field work.

The OWNER will provide survey of property including reference points, property corners and benchmarks where necessary in the opinion of the ENGINEER. If necessary, the CONTRACTOR shall transfer these reference points and benchmarks to permanent locations where they will not be disturbed. If disturbed, the CONTRACTOR shall re-install them to OWNER'S satisfaction, at CONTRACTOR'S cost.

PART 9 - PERMITS AND REGULATIONS

The CONTRACTOR shall secure and pay for all construction permits required to carry out the work unless otherwise specified and shall produce same upon demand of the OWNER. The CONTRACTOR shall give all notices and pay all fees and shall, before starting work, ascertain whether the drawings and specification are at variance with any codes or regulations applying at the site. The CONTRACTOR shall obtain completion survey, certificate of completion or occupancy if required by local regulations.

All features of design and construction shall comply with the local building regulations and/or other lawful or public regulations which apply at the site. If any features of construction as shown on the OWNER'S plan, do not conform to the regulations, the CONTRACTOR shall notify the OWNER of such discrepancy, and shall base his quotation and work on features of construction which do conform to the regulations.

If the CONTRACTOR performs any work contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER, he shall bear all costs arising therefrom.

PART 10 - INSPECTION

The CONTRACTOR will provide access to the work site and facilities for representatives of the Environmental Protection Agency, Oklahoma Department of Environmental Quality and other agencies, as well as, OWNER and ENGINEER, as required whenever the work is in progress.

PART 11 - SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK

No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturday, Sunday or legal holidays without the written approval or permission of the ENGINEER in each case, except such work as may be necessary for the proper care, maintenance and protection of work already done, or of equipment, or in the case of an emergency.

PART 12 - PROTECTION OF PROPERTY

- A. The protection of City, State and Government monuments, street signs and other OWNER's property is of prime importance, and if the same be damaged, destroyed or removed, they shall be repaired, replaced or paid for by the CONTRACTOR. Disturbance to this property must first be approved by the agency which controls it.
- B. No valves or other control on any utility main or building service line shall be operated for any purpose by the CONTRACTOR.
- C. At places where the CONTRACTOR'S operations are adjacent to the plant of railway, telegraph, telephone, electric and gas companies, or water, sanitary sewers and storm sewers, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.
- D. The OWNER has attempted to locate all storm sewers, culverts, buried telephone or electrical conduits, sanitary sewers and water mains that might interfere with the construction of this project. The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted. The revision and crossings of the various types of lines shall be made as follows:
 - 1. Storm sewers and culverts may be removed at the time of crossing or may be adequately braced and held in position while the pipe is placed beneath them. If the storm sewer or culvert is removed, it shall be replaced with pipe of the same type and size as that removed and it shall be re-joined to the undisturbed line with a joint satisfactory to the ENGINEER. Backfill over the main up to and around the storm sewer shall be thoroughly compacted in order that no settlement will occur. The revision and crossing of said lines shall be at the expense of the CONTRACTOR.
 - 2. All overhead and buried telephone and electrical conduits, to be revised or crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The CONTRACTOR shall notify the companies and obtain their permission before

making any crossing or revisions. The revision and crossing of said lines shall be at the expense of the CONTRACTOR. Any overhead cables or buried cables or conduits damaged by the CONTRACTOR shall be repaired at his expense to the satisfaction of the ENGINEER and of the OWNER.

3. The CONTRACTOR shall not remove any water or sanitary sewer lines except as directed by the ENGINEER or as required by the Drawings and specifications and shall adequately brace and protect them from any damage during construction. Any existing water main or sewer main or lateral damage caused by the CONTRACTOR'S operations will be repaired by the CONTRACTOR. The repairs will be made at the CONTRACTOR'S expense.
- E. The location of utility service lines serving individual properties may or may not be shown on the Drawings, but the CONTRACTOR shall assume that such service lines exist whether or not they are shown on the Drawings, and it shall be the responsibility of the CONTRACTOR to make any necessary changes in the line and/or grade of such services, or to secure the necessary changes therein to be made by the particular utility company involved or other OWNER thereof, or by an agent or individual CONTRACTOR approved by such utility company or other OWNER. CONTRACTOR shall pay the cost of all such revisions whether performed by CONTRACTOR, the utility company or other OWNER, or an approved CONTRACTOR. In the event of interruption of a utility service as a result of accidental breakage, CONTRACTOR shall promptly notify the ENGINEER and the OWNER of the utility and shall repair or cause the same to be repaired, in the same manner as necessary changes above are provided for, the CONTRACTOR shall do all things necessary to see that the restoration of services is done as promptly as may be reasonably done. All sanitary sewer service lines damaged shall be replaced with cast iron pipe regardless of type or kind damaged.
- F. In the event the CONTRACTOR in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the OWNER may, upon forty-eight (48) hours written notice proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary, and the cost thereof will be deducted from any money due, or which may become due the CONTRACTOR pursuant to the terms of his contract.

PART 13 - FIELD OFFICE

Copies of the drawings, specification, and other contract documents shall be kept at the site of the work available for use at all times.

PART 14 - ALTERATION OF QUANTITIES

The CONTRACTOR agrees that the quantities of work as stated in the Bid Schedule or indicated on the drawings are only approximate, and that the OWNER shall have the right to omit portions of the work and to increase or decrease the quantities of any item of work. Final payment will be based on the actual quantities used and installed in accordance with the drawings and Specification.

PART 15 - QUALITY CONTROL

When required in writing by the ENGINEER, the CONTRACTOR shall make such tests as may be necessary to show that the requirements of the Specification have been fulfilled.

All tests shall be made under the supervision and direction of the ENGINEER, and the CONTRACTOR will provide all required materials, labor and apparatus, etc., or so directed, engage an approved testing laboratory for making same. Any work found defective shall be removed, replaced and retested until satisfactory to the ENGINEER, all at the CONTRACTOR'S expense.

Should tests required by the ENGINEER, except those specifically called for elsewhere in these General Requirements or in the Specification show that the requirements of the Specification have been fulfilled, then the costs of such tests shall be paid for by the OWNER.

PART 16 - MEASUREMENT AND FITTING OF PARTS

The CONTRACTOR, without extra charge, shall make such slight alterations as may be necessary to make adjustable parts fit the fixed parts, leaving all complete and in proper shape when done. The CONTRACTOR shall verify all dimensions given in the drawings and shall report any error or inconsistency to the ENGINEER before commencing work.

PART 17 - CONTRACTOR'S SUPERINTENDENT

The CONTRACTOR shall keep a competent Superintendent and any necessary assistants at the site throughout the progress of the work. All directions given to said Superintendent shall be as binding as if given to the CONTRACTOR. Upon request, such directions will be confirmed, in writing, to the CONTRACTOR.

The CONTRACTOR'S Superintendent and/or any of his assistants shall be promptly replaced in the event he or they shall prove to be incompetent and/or unsatisfactory to the ENGINEER.

PART 18 - ASSISTANCE BY ENGINEER

It is distinctly understood and agreed that such assistance as the ENGINEER may render to the CONTRACTOR in connection with the interpretation of drawings and specification shall not relieve the CONTRACTOR from any responsibility for the work. Any work which proves faulty shall be made right by the CONTRACTOR without delay. The failure of the ENGINEER, or his Inspectors to call the CONTRACTOR'S attention to faulty work or work done which is not in accordance with drawings and specification shall not prevent the OWNER from insisting that the CONTRACTOR make all work right.

PART 19 - INCIDENTAL WORK

Work called for on the drawings and/or specifications and are not set forth in the Bid Schedule as pay items, shall be considered as incidental work and will not be paid for directly, but shall be included in the price bid for the various pay items.

PART 20 - TERMINATION OF CONTRACT

If the CONTRACTOR shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse, or should fail, except in cases for which

extension of time is provided, to supply enough properly skilled workmen, equipment or proper materials, or if he should fail to make prompt payment to SUBCONTRACTOR or for material or labor, or persistently disregard laws, ordinances or the instructions of the ENGINEER, or otherwise be guilty of a substantial violation of any provision of the Contract, then the OWNER upon the certificate of the ENGINEER that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the CONTRACTOR seven days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the OWNER may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER as herein provided, and the damage incurred through the CONTRACTOR's default shall be certified by the ENGINEER.

In the event of termination of Contract before completion of the work, due to abandonment of the project or discontinuance thereof, the CONTRACTOR will be paid in proportion to the work completed and in progress as per scope of work described in the drawings and specification and in accordance with the unit price schedule.

PART 21 – PROGRESS PAYMENTS, ACCEPTANCE AND FINAL PAYMENT

Basis for Progress Payments: The Schedule of Quantities as shown in the Plans will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period. The amount of retainage with respect to progress payments will be 5% until 50 percent completion after which retainage shall be 2.5%.

Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the ENGINEER shall promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the CONTRACTOR, including the retained percentage, shall be paid to the CONTRACTOR, as approved by the OWNER, at the office of the OWNER within 30 days after the date of said final certificate.

If, after receipt of written notice from CONTRACTOR requesting final inspection and the performance of said final inspection by ENGINEER, additional inspections are necessary in order for ENGINEER to issue a final certificate; the OWNER shall withhold the cost associated with said additional inspections from the final payment due the CONTRACTOR.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, material bills, equipment rentals, and all other indebtedness connected with the work have been paid.

PART 22 - PLACING WORK IN SERVICE

If desired by the OWNER, portions of the work may be placed in service when completed and the CONTRACTOR shall give prior access to the work for this purpose, but such use and operation shall not constitute an acceptance of the work.

PART 23 - SCHEDULES

The CONTRACTOR shall furnish the ENGINEER with a tentative schedule, in a format approved by the ENGINEER, setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the ENGINEER, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the ENGINEER that the work will be completed within the period stated in the proposal, or extension thereof made as herein provided.

CONTRACTOR is to prepare list of proposed SUBCONTRACTORS including material suppliers; submit to ENGINEER for approval before subcontracts are awarded. No SUBCONTRACTOR is to be employed on work unless approved by OWNER and ENGINEER.

PART 24 - PROJECT SIGN

A project sign is required for this project. See Division 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS, page **44** for project sign requirements and an example.

PART 25 - INSURANCE

The CONTRACTOR shall protect, indemnify, save and hold harmless the OWNER, their officers, agents, and employees from all suits, actions or claims of any kind or character brought because of bodily injuries, sickness, disease or personal injury, or damages received or sustained by any person, persons, or property on account of any operations of the CONTRACTOR, his agents, employees, his subcontractors or any others authorized by the CONTRACTOR to perform work on the project.

Third Party Beneficiary Clause. It is specifically agreed by and between the parties executing this Contract, that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof any third-party beneficiary provisions or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

The CONTRACTOR shall carry insurance of the following kinds and amounts on all City Contracts:

- A. CONTRACTOR'S Public Liability, Auto Liability and Property Damage Liability Insurance.** The CONTRACTOR shall provide regular CONTRACTOR'S Public Liability Insurance for a combined amount of one million (\$1,000,000) dollars of coverage for all damages arising out of bodily injury, death, and property damage for each occurrence with an aggregate limit of two million (\$2,000,000) dollars.

The CONTRACTOR shall provide business auto liability coverage for an aggregate limit of one million (\$1,000,000) dollars of coverage for bodily injury and property

damage arising out of the operation or maintenance of any vehicle including owned, non-owned and hired vehicles, and employee non-ownership use.

B. Insurance for SUBCONTRACTOR'S and CONTRACTOR'S Protective Public Liability and Property Damage Liability Insurance. In the event that any of the work to be performed by the CONTRACTOR on the project is sublet or assigned or is otherwise to be performed by anyone other than the CONTRACTOR'S own employees, then the insurance specified above shall extend to cover such work.

C. Workmen's Compensation Insurance and Employer's Liability Insurance. The CONTRACTOR shall furnish satisfactory evidence to the City that, with respect to the work to be performed by him on the project, he carries regular Workmen's Compensation and Employers Liability Insurance covering his liability under the "Workmen's Compensation Law of the State of Oklahoma". The CONTRACTOR shall maintain the aforementioned insurance in full force and effect for the duration of the Contract. Should the CONTRACTOR fail or neglect to maintain the aforementioned insurance, the City specifically reserves the right to withhold all funds due and owing the CONTRACTOR until such time as the required insurance is in effect.

In addition to the aforementioned insurance coverage, on any project in which the CONTRACTOR shall perform any Railway-Highway work, the CONTRACTOR shall also secure the following: "Railroads' Protective Liability and Property Damage Insurance".

D. Railroads' Protective Liability and Property Damage Insurance. In addition to the above, the CONTRACTOR shall furnish satisfactory evidence to the City that, with respect to the work to be performed by him under the Contract, he has provided for and on behalf of the Railway Company or Railway Companies involved, Protective Public Liability Insurance in an amount as may be required by the Railway Company, which amount shall be specified in the bid documents. Policies shall not include liability for negligence on the part of the Railway Company, its agents or employees, except as set out in Coverage A, B, or C of the form of policy, or amendments thereto, referred to under paragraph 6 below. This insurance applies to each and all Railway Companies involved in the work.

E. General. The insurance hereinbefore specified shall be carried in Insurance Companies approved by the City, and where applicable the Railway Company, during all times when work is being carried on under the terms of the Contract, until all work required to be performed under the Contract is satisfactorily completed as evidenced by the formal acceptance by the City.

F. Certificates of Insurance. Required insurance shall be documented by Certificates of Insurance which provide that the OWNER shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change. The Certificate of Insurance shall show the OWNER as the named insured.

For general liability, the CONTRACTOR shall provide an indication of the amounts of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

PART 26 - SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the CONTRACTOR shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1910 or 1926 as applicable.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Trench Excavation and Safety System: All work under this item shall be in accordance with the current edition of the OSHA Standard for Excavation and Trench Safety Systems, 29 CFR 1926 Subpart P.

The CONTRACTOR shall notify all utility companies and OWNERS in accordance with the OSHA requirements given in 29 CFR 1926.651 (b) (2) for the purpose of locating utilities and underground installations.

Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other facility, the CONTRACTOR shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such facility. The CONTRACTOR may elect to remove and replace or relocate such facilities with the written approval of the facility owner, the ENGINEER, and the OWNER.

Payment for the work required by this item shall be included in the lump sum price bid. With each periodic payment request, CONTRACTOR shall submit a certification that the CONTRACTOR has complied with the provisions of the OSHA standards.

PART 27 - WAGE RATES

If the total project cost exceeds \$10,000,000 (ten million dollars), CONTRACTOR is required to comply with Davis Bacon Act wage rates. This project is not expected to exceed that amount; therefore, no specific wage rates apply.

PART 28 - WORKMEN

The CONTRACTOR shall employ foreman and skilled laborers where necessary, and if any person employed on the work shall refuse or neglect to obey orders of the ENGINEER or Inspector when such orders are in keeping with the provisions of these specifications or shall appear to the ENGINEER or his Inspector to be incompetent, disorderly or unfaithful, he shall, upon order of the ENGINEER, be at once discharged and not again employed upon any part of the work. It shall be the responsibility of the superintendent representing the CONTRACTOR to transmit all necessary orders and instructions. If requested by the ENGINEER, the CONTRACTOR shall submit, in written form, qualifications including work experience of any workman used on the project.

PART 29 - NUMBER OF WORKING DRAWINGS AND SPECIFICATIONS

The ENGINEER will furnish to the CONTRACTOR not more than two (2) sets of drawings and specifications for construction. The CONTRACTOR may procure additional copies of drawings and specifications for construction at cost of reproduction. Such costs are reimbursable by the ENGINEER.

PART 30 - PRECONSTRUCTION CONFERENCE

Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by:

- A. CONTRACTOR and his superintendent.
- B. Principal SUBCONTRACTORS.
- C. Representatives of principal suppliers and manufacturers as appropriate.
- D. ENGINEER and its Resident Project Representative.
- E. Representatives of OWNER.
- F. Government representatives as appropriate.
- G. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
- H. Unless previously submitted to ENGINEER, CONTRACTOR shall bring to the conference a preliminary schedule for each of the following:
 - 1. Progress.
 - 2. Procurement.
 - 3. Values for progress payment purposes.
 - 4. Shop Drawings and other submittals.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

- A. CONTRACTOR'S preliminary schedules.
- B. Transmittal, review, and distribution of CONTRACTOR'S submittals.
- C. Processing applications for payment.
- D. Maintaining record documents.
- E. Critical work sequencing.
- F. Field decisions and change orders.
- G. Use of premises, office and storage areas, security, housekeeping, and OWNER'S needs.
- H. Major equipment deliveries and priorities.

I. CONTRACTOR'S assignments for safety and first aid.

ENGINEER will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

PART 31 - PROGRESS MEETINGS

CONTRACTOR shall schedule and hold regular progress meetings at least monthly and at other times as requested by ENGINEER or required by progress of the work. CONTRACTOR, ENGINEER, and all SUBCONTRACTORS active on the site shall be represented at each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other SUBCONTRACTORS.

CONTRACTOR shall preside at the meetings. Meeting minutes will be prepared and distributed by CONTRACTOR. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

PART 32 - SUBSTANTIAL AND FINAL COMPLETION

All work including site restoration shall be finished within the time called out on the Bid Form for final completion.

PART 33 - EXCAVATION

All excavation shall be unclassified. No additional payment shall be made for rock, groundwater, or other natural formations encountered. Payment for excavation shall be included in other items of work.

PART 34 - SUBCONTRACTORS

CONTRACTOR is to prepare a list of proposed SUBCONTRACTORS including material suppliers and submit to ENGINEER for approval before SUBCONTRACTORS are awarded.

No SUBCONTRACTOR is to be employed on work unless approved by OWNER and ENGINEER.

PART 35 - RIGHT-OF-WAY/PROJECT VIDEO

CONTRACTOR shall video the complete right-of-way of the project prior to initiating construction and deliver video tape to the ENGINEER at the pre-construction conference. The video shall be taken in such a way to document pre- construction conditions for use in documenting satisfactory right-of-way restoration and other issues relative to initial conditions prior to construction.

PART 36 - RECORD DRAWINGS

36.1 GENERAL

- A. The CONTRACTOR shall be responsible for accumulation and maintenance of a complete set of Project Record Documents and upon completion and acceptance of the project shall submit these documents to the ENGINEER, as the OWNER'S representative, for a permanent record.

- B. The Project Record Documents shall consist of:
1. One complete set of drawings, with revisions.
 2. One complete Project Manual with all addenda, field bulletins and change orders.
 3. Complete set of all field test data.
 4. Complete set of approved shop drawings, product data brochures and samples.
 5. Six complete sets of maintenance and operating instructions, parts lists and supplier identification on all operating fixtures and equipment.

36.2 MAINTENANCE OF RECORD DOCUMENTS

- A. The CONTRACTOR shall maintain, on the site, one complete set of contract documents, other than those used for construction, throughout the life of the job.
1. This set of documents shall be marked "Record Set" and shall be maintained up to date at all times and available to the ENGINEER for inspection.
 2. The only notations or other markings to be made on this set are notations of field variations made from the work shown on the drawings for purposes of "Record Drawings" revisions when the project is complete. Failure to record revisions by each CONTRACTOR, shall be considered a breach of contract.
 3. This set of Documents will be turned over to the ENGINEER for preparation of "Record Drawings" **prior to approval of final application for payment.**

36.3 MAINTENANCE AND OPERATING INSTRUCTIONS

- A. A complete set of maintenance and operating instructions on the project shall be prepared for the OWNER'S continual use.
1. To be bound in booklet form, 8-1/2" x 11" in size, labeled "Operating Manual".
 2. To be indexed for quick reference use.
 3. To contain manufacturer's printed data, record forms, diagrams, parts lists, maintenance procedures, start-up procedures, operating procedures, service requirements and schedules, and names, addresses and phone numbers of SUBCONTRACTOR, manufacturer and local service agent.
 4. To contain all written warranties and guarantees.
- B. Each CONTRACTOR shall submit six complete copies of this "Operating Manual" material from his trade to the ENGINEER at the completion of the project.
- C. The ENGINEER shall assemble, bind, label and index this material for the OWNER as stated above. Failure to submit the data listed on the part of any CONTRACTOR may be considered cause to withhold final payment until all such information is received.

PART 37 - CHANGES IN THE WORK

ALL CHANGES SHALL BE MADE IN WRITING AND APPROVED BY THE OWNER OR ENGINEER. THIS INCLUDES CHANGES INVOLVING COST OR THOSE NOT INVOLVING COST. NO CHANGE WILL BE ACCEPTABLE UNLESS APPROVED IN WRITING.

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work with the Contract Total being adjusted accordingly. All changes involving cost shall be made using a written modification order and shall be supported with necessary documentation as to the increase or decrease in cost and time. No increase or decrease in cost or time will be made without an approved modification order that is completed at or before the change is made. Increases in cost or time will not be allowed at the end of the job for work completed earlier without an approved change order. The OWNER shall have authority to make minor changes in the work which do not involve extra cost, and which do not significantly change the design. All such changes shall be made with a written field order.

PART 38 – WEATHER DAYS

CONTRACTOR IS RESPONSIBLE FOR TRACKING ADVERSE WEATHER DAYS. CONTRACTOR SHALL NOTIFY THE ENGINEER THAT THEY WILL BE TAKING A WEATHER DAY. THE WEATHER DAY WILL NOT CONSIDERED UNLESS IT MEETS THE REQUIREMENTS BELOW. IT IS UP TO THE ENGINEER TO ACCEPT THE WEATHER DAY.

The contract time consists of the number of calendar days stated in the Contract for the completion of the work beginning on the effective date of the work order including all weekends, holiday, and normal adverse weather days. All calendar days elapsing between effective dates of any orders of the Owner to suspend work and to resume work for suspensions, not the fault of the Contractor shall be excluded.

The occurrence of unusually severe weather during the life of the Contract will be considered a basis for extending contract time when work is not already suspended for other reasons. Unusually severe weather shall mean weather which at the time of year it occurs is unusual for the place in which it occurs.

Extension of time for unusually severe weather will include only those actual adverse weather days in excess of the normal adverse weather days included in the contract time. Normal adverse weather shall mean adverse weather which, regardless of its severity, is to be reasonably expected for that particular place at that particular time of year. The normal adverse weather days included in the contract time as shown in Table A are based on historical records of temperature and precipitation.

Actual adverse weather days are those days meeting one or more of the criteria in A, B, C, or D below. Time extensions for days meeting more than one criterion will take into consideration only that criterion having the greatest impact. Those actual adverse weather days covered by criterion A, B, or C that are in excess of the days in Table A will be allowed without regard to when they occur (except prior to mobilization, during suspension for other reasons, or after the project completion date) or their impact on contract completion. However, those days covered by criterion D will be subject to the limitations as noted.

- A. Days with Maximum temperature of 32°F or less - one full day allowed.
- B. Days with Minimum temperature of 32°F or less, but whose maximum temperature is over 32°F - one-half day allowed.

- C. Days when 1" or more precipitation (rain or snow equivalent) occurs - one full day allowed.
- D. Days when weather related conditions exist which prohibit proper performance of work as specified - one full day allowed. Allowance of such days will be subject to the work which is being delayed, being critical to timely contract completion and the Contractor making every reasonable effort to minimize the adverse impact of the conditions.

TABLE A
NORMAL ADVERSE WEATHER DAYS
(BY MONTH)

<u>MONTH</u>	<u>NORMAL ADVERSE WEATHER DAYS</u>
January	8
February	7
March	5
April	3
May	3
June	3
July	2
August	2
September	2
October	3
November	4
December	7

END OF SECTION 01 00 00

END OF SECTION 01 00 00

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work covered by these specifications and drawings shall consist of all materials, transportation costs, equipment, and tools that are related to, or are to be incorporated in this contract and must be received, unloaded, stored, installed, erected, service connections provided, and coordinated with the construction by the CONTRACTOR under this contract. Installation of equipment and materials shall mean furnishing of all labor and materials as required to place the improvements in successful operation. The CONTRACTOR shall be responsible for all equipment and materials and shall replace at his own expense all such equipment and materials found defective in manufacture or damaged in handling after delivery by the manufacturer. The improvements are as listed:

**CITY OF SHAWNEE / SHAWNEE MUNICIPAL AUTHORITY
INDEPENDENCE AVENUE WATERLINE**

- B. This contract shall include minor items not specifically mentioned herein but shown on the accompanying plans or obviously necessary to provide a complete job.
- C. The following description, while not intended to cover all details, outlines some items of the work to be accomplished under this Contract:
1. **Replace approximately one and a half miles of waterline through boring, trenching, and horizontal directional drilling.**
 2. **Remove and replace asphalt and concrete pavement as necessary.**

Note: The water system must stay in operation throughout construction. Temporary pumping, piping, plugs, shut offs, etc. shall be considered incidental and included in the cost of other bid items.

- D. The price named in the Proposal shall include the furnishing of all labor, material, transportation costs, equipment rental, etc., necessary to construct the project as herein specified and as shown on the accompanying plans.
- E. The CONTRACTOR shall cooperate with the OWNER during construction so as to place the improvements in operation at minimum inconvenience and without significant disruption of the OWNER. The CONTRACTOR shall minimize his area of operation. Any areas disturbed will be restored to the OWNER'S satisfaction.

END OF SECTION 01 11 00

SECTION 01 11 50 – MEASUREMENTS AND PAYMENTS**PART 1 – PAY REQUESTS****1.1 CONTRACTOR TO SUBMIT DETAILED BREAKDOWN OF CONTRACT AMOUNT**

- A. Except in the cases where the unit prices form the basis for payment under the contract, the CONTRACTOR shall, within ten (10) days of receipt of the Notice to Proceed, submit a complete breakdown of the contract amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the contract amount by the ENGINEER, it shall be used as the basis for all requests for payment.

1.2 CONTRACTOR MONTHLY PAY REQUESTS

- A. The CONTRACTOR may submit periodically, but not more than once each month, a request for payment for work done and materials delivered and stored on the site. The CONTRACTOR shall furnish the ENGINEER all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the OWNER'S title to such materials. Each request for payment shall be computed from the work completed on all items listed in the detailed breakdown of contract amount, less five (5) percent to be retained until 50 percent completion and acceptance of the work, and less previous payments, provided that any after 50 percent of the work has been satisfactorily completed, the OWNER shall reduce the percentage retainage to two and one-half (2 ½) percent where unit prices are specified. The request for payment shall be based on the quantities completed.

1.3 MATERIAL STORED ON SITE

- A. The following items will be required if the CONTRACTOR requests payment for material stored on the site.
1. CONTRACTOR must furnish invoices showing quantity, size, costs, etc. of the material.
 2. The invoices must be approved by the OWNER, PROJECT INSPECTOR and/or ENGINEER.
 3. Payment will be made only for material stored in a location approved by the ENGINEER and the OWNER. The storage area must provide adequate protection from the weather and vandalism.
 4. The 5 percent retainer which applies to materials installed will also apply to materials stored.
 5. Payment for materials stored on the site for this project will be made as follows: The above items must be furnished with the current pay estimate, and the CONTRACTOR will be paid as per invoice. In order for the CONTRACTOR to receive payment for the next pay estimate, he must furnish a notarized statement of payment in full from the suppliers for materials invoiced in preceding pay estimate. The procedure shall hold true for all successive materials payments until all materials have been acquired by the CONTRACTOR.

1.4 ENGINEER'S ACTIONS TO PENDING PAY REQUESTS

- A. Within ten (10) days of submission of any request for payment by the CONTRACTOR, the ENGINEER shall:
1. Approve the request for payment as submitted.
 2. Approve such other amount as he shall decide is due the CONTRACTOR, informing the CONTRACTOR in writing of his reasons for approving the amended amount.
 3. Withhold the request for payment, informing the CONTRACTOR in writing for his reasons for withholding it.

1.5 OWNER'S ACTIONS TO APPROVED PAYMENT REQUEST

- A. Within thirty (30) days from the date of approval of a request for payment by the ENGINEER, the OWNER shall:
1. Pay the request of payment as approved.
 2. Pay such other amount in accordance as herein provided as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the ENGINEER in writing of his reasons for paying the amended amount.
 3. Withhold payment in accordance as herein provided informing the CONTRACTOR and the ENGINEER of his reasons for withholding payment in writing.

1.6 OWNER'S RIGHT TO WITHHOLD PAYMENT ON APPROVED REQUESTS

- A. The OWNER may withhold payment in whole or in part on an approved request for payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a request for payment by the ENGINEER:
1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 3. Failure of the CONTRACTOR to make payments to SUBCONTRACTORS, material suppliers or labor.
 4. Damage to another CONTRACTOR.

1.7 PAYMENT FOR UNCORRECTED WORK

- A. If, in the opinion of the ENGINEER, it is undesirable to replace any defective or damaged material or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid the CONTRACTOR hereunder shall be reduced by such amount as in the judgment of the ENGINEER shall be equitable.

1.8 PAYMENT FOR REJECTED WORK AND MATERIALS

- A. The removal of work and materials rejected by the OWNER and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other CONTRACTORS destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
- B. Removal of rejected work or materials and storage of materials by the OWNER shall be paid by THE CONTRACTOR within thirty (30) days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay expenses of such removal and after ten (10) days written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and shall pay to the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

1.9 ACCEPTANCE AND FINAL PAYMENT

- A. When the CONTRACTOR shall have completed the work in accordance with the terms of the contract documents, the ENGINEER shall certify his acceptance to the OWNER and his approval of the CONTRACTOR'S final request for payment, which shall be the contract amount plus all approved additions less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the OWNER shall accept the work and release the CONTRACTOR except as to the conditions of the Performance Bond, any legal rights of the OWNER, required guarantee and correction of faulty work after final payment, and shall authorize payment of the CONTRACTOR'S final request for payment. The CONTRACTOR must allow sufficient time between the time of completion of the work and approval of the final request for payment for the ENGINEER to assemble and check the necessary data.

1.10 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

- A. The approval of the final request for payment by the ENGINEER and the making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The OWNER shall promptly give notice of faulty materials or workmanship and the CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work. The ENGINEER shall decide all questions arising under this paragraph.

END OF SECTION 01 11 50

SECTION 01 21 19 - TESTING LABORATORY-SERVICES (CONTRACTOR-Employed Lab)

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform specified services and testing.

1.2 RELATED REQUIREMENTS

- A. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Respective sections of specifications: Certification of products.
- C. Respective sections of specifications, laboratory tests required, and standards for testing.

1.3 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
- C. Authorized to operate in the state in which the project is located.
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either
 - a. National Bureau of Standards.
 - b. Accepted values of natural physical constants.

1.4 LABORATORY DUTIES

- A. Cooperate with OWNER'S REPRESENTATIVE and CONTRACTOR; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance of materials with requirements of Contract Documents.

- C. Promptly notify OWNER'S REPRESENTATIVE and CONTRACTOR of observed irregularities or deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to OWNER'S REPRESENTATIVE, OWNER, CONTRACTOR, and one copy to Record Document File. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing laboratory name, address, telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of product and specification section.
 - 9. Location of sample or test in the project.
 - 10. Type of inspection or test.
 - 11. Results of tests & compliance with Contract Documents.
 - 12. Interpretation of test results, when requested by OWNER'S REPRESENTATIVE.
- E. Perform additional tests as required by OWNER'S REPRESENTATIVE or the OWNER.

1.5 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the work.
- C. Perform any duties of the CONTRACTOR.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to work, to manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representation samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.

- D. Furnish copies of products test reports as required.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to work to be tested.
 - 2. To obtain and handle samples at the project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - 1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR'S negligence.
- G. Employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required:
 - 1. For the CONTRACTOR'S convenience.
 - 2. When initial tests indicate work does not comply with Contract Documents.

1.7 CONTRACTOR'S GENERAL RESPONSIBILITIES

- A. No failure of test agencies to perform adequate inspections or tests or to properly analyze or report results shall relieve CONTRACTOR of responsibility for fulfillment of requirements of contract documents. It is recognized that required inspection and testing program is intended to assist the CONTRACTOR, OWNER, ARCHITECT, ENGINEER, and governing authorities in nominal determination of probable compliances with requirements for certain elements of work. The program is not intended to limit the CONTRACTOR'S regular quality control program, as needed for general assurance of compliances.

END OF SECTION 01 21 19

SECTION 01 33 00 - SUBMITTALS AND SUBSTITUTIONS**PART 1 - GENERAL****1.1 DESCRIPTION****A. Work Included**

1. Wherever possible throughout the contract documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
2. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the ENGINEER.
3. Make all submittals required by the contract documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Related Work Described Elsewhere: Individual requirements for submittals are described in pertinent other Sections of these specifications.

1.2 QUALITY ASSURANCE

A. Coordination of Submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the contract documents. By affixing the CONTRACTOR'S signature to each submittal, certify that this coordination has been performed.

B. Certificates of Compliance

1. When requested, certify that materials used in the work comply with specified provisions thereof. Certification shall not be construed as relieving the CONTRACTOR from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.
2. Show on each certification the name and location of the work, name and address of CONTRACTOR, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.
3. In addition to the above information, all laboratory test reports submitted with certificates of compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results of the test or tests.

1.3 SUBMITTALS

- A. Submittal Schedule: Within 10 days after award of Contract, and before any items are submitted for approval, submit to the ENGINEER two copies of the schedule described in Article 2.1 of this Section.
- B. Certificates of Compliance: Upon completion of the work, and as a condition of its acceptance, submit to the ENGINEER all Certificates of Compliance.
- C. Procedures: Make submittals in strict accordance with the provisions of this Section.
- D. Schedule of Values: Within 10 days of the Pre-Construction Conference, submit a schedule of values for lump sum bid items indicating the cost breakdown of lump sum bid items for use in progress payment preparation. Submit to the ENGINEER two copies of the schedule described in Article 2.2 of this Section.

PART 2 - PRODUCTS

2.1 SUBMITTAL SCHEDULE

- A. General: Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work. Include a list of each type of item for which CONTRACTOR'S drawings, Shop Drawings, Certificates of Compliance, material samples, guarantees, Operations and Maintenance manuals or other types of submittals are required. Upon approval by the ENGINEER this schedule will become part of the Contract and the CONTRACTOR will be required to adhere to the schedule except when specifically otherwise permitted.
- B. Coordination: Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in Article 1.3.
- C. Revisions: Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the ENGINEER for review and comment.

2.2 SCHEDULE OF VALUES

- A. The ENGINEER will review the tentative schedule of values to determine whether, in his judgment, the schedule of values is of sufficient detail and if the prices included are "unbalanced" or "front-end loaded", in an effort to inflate the prices of those items of work to be completed in the early stages of the work.
- B. Breakdown cost to list major products or operations for each line item which has an installed value of more than \$5,000.00. The sum of the items listed on the schedule of values shall equal the contract lump sum price.

- C. The ENGINEER will provide the CONTRACTOR with his comments and/or may request additional information from the CONTRACTOR to justify certain item quantities and prices, therefore. On the basis of the ENGINEER'S comments, the CONTRACTOR shall revise and resubmit the tentative schedule for further review and/or approval.
- D. Once the ENGINEER accepts the tentative schedule, it shall become the schedule of values to be used in determining partial payment estimates. Two (2) copies of this schedule shall be submitted to the ENGINEER for distribution and his use. No modifications will be made to the schedule of values, except as required by approved change orders.
- E. No partial payment request (including the first) shall be approved until the schedule of values has been approved by the OWNER and ENGINEER.

2.3 SHOP DRAWINGS AND COORDINATION DRAWINGS

- A. Shop Drawings
 - 1. Scale and Measurements: Make all Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
 - 2. Type of Prints Required: Submit all Shop Drawings in the form of electronic (.pdf) or hardcopy, minimum of 8 ½" by 11".

2.4 MANUFACTURERS' LITERATURE

- A. General: Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.
- B. Number of Copies Required: Submit the number of copies which are required to be returned plus two copies which will be retained by the ENGINEER. Under no circumstances shall less than five copies be submitted.

2.5 SAMPLES

- A. Accuracy of Samples: Samples shall be of the precise article proposed to be furnished. Samples shall have stickers or tags which bear identification of the project, the subcontractor, the vendor or manufacturer, the product color name or number, model, style or series, and the size and thickness of components.
- B. Number of Samples Required: Unless otherwise specified, submit all Samples in the quantity which is required to be returned plus one which will be retained by the ENGINEER.
- C. Reuse of Samples: In situations specifically so approved by the ENGINEER, the ENGINEER'S retained sample may be used in the construction as one of the installed items.

- D. Match Existing Materials: Brick or other materials that are to match existing materials shall require a "test panel" to be erected adjacent to the existing material to allow the OWNER to approve the match in size, color, and texture.

2.6 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the contract documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the ENGINEER for review and selection.

2.7 SUBSTITUTIONS

A. Approval Required

1. The Contract is based on the standards of quality established in the contract documents.
2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the ENGINEER before being incorporated into the work.
3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the ENGINEER.

B. "Or Equal":

1. Where the phrase "or equal" or "approved or equal" occurs in the contract documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this work by the ENGINEER.
2. The decision of the ENGINEER shall be final.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. General: Bind submittals with cover label that identifies project, division of work, subcontractor, and vendor/manufacturer. Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.
- B. Internal Identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.
- C. Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.

3.2 COORDINATION OF SUBMITTALS

- A. General: Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:
 - 1. Determine and verify all interface conditions, catalog numbers, and similar data.
 - 2. Coordinate with other trades as required.
 - 3. Clearly indicate all deviations from requirements of the contract documents.
- B. Grouping of Submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the contract documents and the CONTRACTOR shall be strictly liable for all delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. ENGINEER'S Review Time: In scheduling, allow at least 21 calendar days for review by the ENGINEER following his receipt of the submittal. Should unanticipated circumstances prevent the normal review time, a minimum of 10 working days review time must be allowed for reviews.
- C. Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the contract completion date.

3.4 ENGINEER'S REVIEW

- A. CONTRACTOR'S approval: Prior to submission to the ENGINEER, all submittals shall have been reviewed and approved by the CONTRACTOR.
- B. General: Review by the ENGINEER shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the CONTRACTOR from responsibility for errors which may exist.
- C. Authority to Proceed: The notations "Reviewed, No Exceptions Noted" or "Reviewed, Exceptions Noted" authorize the CONTRACTOR to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the ENGINEER'S review comments.
- D. Revisions: Make all revisions required by the ENGINEER. If the CONTRACTOR considers any required revision to be a change, he shall so notify the ENGINEER as provided for under "Changes" in the General Considerations. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed or approved by the ENGINEER.

- E. Revisions After Approval: When a submittal has been reviewed by the ENGINEER, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

END OF SECTION 01 33 00

SECTION 01 45 00 - QUALITY CONTROL**PART 1 - GENERAL****1.1 DESCRIPTION****A. Section Includes**

1. Quality assurance - control of installation.
2. Tolerances
3. References and standards.
4. Mock-up.
5. Testing laboratory services.
6. Inspection services.
7. Manufacturers' field services.
8. Subcontracting.

B. Related Sections

1. Section 01 33 00 – Submittals and Substitutions: Submission of manufacturers' instructions and certificates.

1.2 QUALITY ASSURANCE

- A. The CONTRACTOR will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- B. The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedure, or construction safety.
- C. The CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- D. The CONTRACTOR will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervisor and coordination of the work.
- E. The CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.

- F. Should the manufacturers' instructions conflict with Contract Documents, the CONTRACTOR shall request clarification from ENGINEER before proceeding.
- G. The CONTRACTOR shall comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- H. The CONTRACTOR shall perform work by persons qualified to produce required and specified quality.
- I. The CONTRACTOR shall verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- J. The CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 IMPROPER COVERAGE OF BURIED CONSTRUCTION

- A. If any work is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation, and replaced at the CONTRACTOR'S expense.
- B. If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such work is not found to be defective, the CONTRACTOR will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
- C. Defect Assessment
 - 1. Replace the work, or portions of the work, not conforming to specified requirements.
 - 2. If, in the opinion of the ENGINEER it is not practical to remove and replace the work, the ENGINEER will direct an appropriate remedy or adjust payment.
- D. Tolerances
 - 1. The CONTRACTOR shall monitor fabrication and installation tolerance control of all products to produce acceptable work. Do not permit products and installation outside of allowable tolerances to accumulate.
 - 2. The CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from ENGINEER before proceeding.

3. The CONTRACTOR shall adjust products to appropriate dimension and position before securing products in place.

E. References and Standards

1. For products or workmanship specified by association, trade, or other consensus standards, the CONTRACTOR shall comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The CONTRACTOR shall conform to reference standard by date of issue current date for receiving bids, except where a specific date is established by code.
3. The CONTRACTOR shall obtain copies of standards where required by product specification sections.
4. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the ENGINEER shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

F. Mock-Up

1. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
2. The CONTRACTOR shall assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
3. Accepted mock-ups shall be a comparison standard for the remaining work.
4. Where mock-up has been accepted by ENGINEER and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so.

G. Testing Services

1. The OWNER will appoint and employ services of an independent firm to perform testing. OWNER shall pay for services.
2. The independent firm will perform tests and other services specified in individual specification sections and as required by the ENGINEER.
3. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the ENGINEER or the OWNER.
4. Reports will be submitted by the independent firm to the ENGINEER and CONTRACTOR, in duplicate indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
5. The CONTRACTOR shall cooperate with the independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

- a. Notify ENGINEER and independent firm 24 hours prior to expected time for operations requiring services.
 - b. Make arrangements with independent firm and pay for additional samples and tests required for CONTRACTOR'S use.
 - 6. Testing does not relieve CONTRACTOR to perform work to contract requirements.
 - 7. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. Payment for re-testing will be charged to the CONTRACTOR or by deducting testing charges from the Contract Sum/Price.
- J. Removal of Defective and Unauthorized Work
- 1. All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be removed immediately from the site of the work.
 - 2. Work done without lines and grades having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without proper inspection will be done at the contractor's risk and will be considered unauthorized and at the option of the ENGINEER may not be accepted and may be ordered removed at the CONTRACTOR'S expense.
 - 3. If any work is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation, and replaced at the CONTRACTOR'S expense.
 - 4. If the ENGINEER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such work is not found to be defective, the CONTRACTOR will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
- K. Inspection Services
- 1. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection.
- L. Manufacturers' Field Services
- 1. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of

equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

2. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
3. Refer to Section 01 33 00 – Submittals and Substitutions, Manufacturers' Field Reports article.
4. Coordination of Plans, Specifications, and Special General Conditions: The plans, these specifications, Special General Conditions, and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications. Special General Conditions shall govern over both General and Standard Specifications, and the plans and quantities shown on the plans shall govern over those shown on the proposal. The CONTRACTOR shall take no advance of any apparent error or omission in the plans and specifications, and the ENGINEER shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specification.

In the event the CONTRACTOR discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the ENGINEER, and request in writing an interpretation thereof by the ENGINEER.

M. Subcontracting

1. The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the work which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
2. The CONTRACTOR shall not award work to SUBCONTRACTOR(S) in excess of fifty (50) percent of contract price, or in excess of fifty (50) percent of the labor and equipment required to install the project, without prior written approval of the OWNER.
3. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
4. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the contract documents insofar as applicable to the work of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
5. Nothing contained in this CONTRACT shall create any contractual relationship between the SUBCONTRACTOR and the OWNER.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION 01 45 00

SECTION 01 50 00 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Electricity, Lighting.
- B. Heat, Ventilation.
- C. Telephone Service.
- D. Water.
- E. Sanitary Facilities.
- F. Construction Aids.
- G. Barriers.
- H. Cleaning During Construction.
- I. Field Offices and Sheds.

1.2 ELECTRICITY, LIGHTING

- A. Provide and pay the cost of service required for construction operations.
- B. Arrange for connection of permanent power to operate the permanent facilities and pay the cost for power to operate each individual facility until such time as the individual facility is substantially complete.
- C. Provide and pay the cost of power required for all testing of each facility, including testing of the completed permanent installation.

1.3 HEAT, VENTILATION

- A. Provide as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity.
- B. Provide ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

1.4 WATER

- A. Provide all water required for construction operations.

1.5 SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.

1.6 CONSTRUCTION AIDS

- A. Provide and operate drainage and pumping equipment; maintain excavations and site free of standing water.
- B. Provide special equipment required to locate prior to excavation all buried utilities and pipelines, regardless of whether or not they are shown on the drawings.

1.7 BARRIERS

- A. Provide traffic control required to direct and maintain an orderly flow of traffic in public roadways affected by the CONTRACTOR'S operations.
- B. Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes as required for regulation of traffic.
- C. Provide barriers around existing trees and plants. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

1.8 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.
- B. Clean interior areas prior to start of finish work; maintain areas free of dust and other contaminants during finishing operations.

1.9 FIELD OFFICES AND SHEDS

- A. Storage sheds for tools, materials, and equipment: Weathertight, with heat and ventilation for products requiring controlled conditions, with adequate space for organized storage and access, and lighting for inspection of stored materials.

1.10 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations to a depth of two (2) feet; grade site as indicated. Restore existing facilities used during construction to specified or to original condition.

END OF SECTION 01 50 00

SECTION 01 60 00 – PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 DESCRIPTION****A. Section Includes**

1. Products.
2. Transportation and handling.
3. Storage and protection.
4. Product options.
5. Substitutions.

B. Related Sections

1. Section 01 45 00 - Quality Control: Product quality monitoring.

C. Products

1. The CONTRACTOR shall not use materials and equipment removed from existing premises, except as specifically permitted by the contract documents.
2. The CONTRACTOR shall provide interchangeable components of the same manufacture for components being replaced.

D. Transportation and Handling

1. The CONTRACTOR shall:
 - a. Transport and handle products in accordance with manufacturer's instructions.
 - b. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
 - c. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

E. Storage and Protection

1. The CONTRACTOR shall:
 - a. Store and protect products in accordance with manufacturers' instructions.
 - b. Store with seals and labels intact and legible.
 - c. Store sensitive products in weathertight, climate controlled enclosures in an environment favorable to product.
 - d. Provide for exterior storage of fabricated products, which shall be placed on sloped supports above ground.

- e. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- f. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- g. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- h. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- i. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

F. Product Options

- 1. The CONTRACTOR shall provide products specified by reference standards or by description only: any product meeting those standards or description.
- 2. The CONTRACTOR shall provide products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

G. Substitutions

- 1. ARCHITECT / ENGINEER will consider requests for substitutions only within 15 days after date established in Notice to Proceed.
- 2. Substitutions may be considered when a product becomes unavailable through no fault of the CONTRACTOR.
- 3. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

A request constitutes a representation that the BIDDER or CONTRACTOR:

- a. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - b. Will provide the same warranty for the substitution as for the specified product.
 - c. Will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to OWNER.
 - d. Waives claims for additional costs or time extension which may subsequently become apparent.
 - e. Will reimburse OWNER and ARCHITECT / ENGINEER for review or redesign services associated with re-approval by authorities.
- 4. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the contract documents.

5. Substitution Submittal Procedure:
 - a. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - b. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - c. The ARCHITECT / ENGINEER will notify CONTRACTOR in writing of decision to accept or reject request.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 60 00

SECTION 01 70 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures
- B. Final cleaning
- C. Adjusting
- D. Project record documents
- E. Operation and maintenance data
- F. Spare parts and maintenance products
- G. Maintenance service

1.2 RELATED SECTIONS

- A. Section 01 50 00 - Construction Facilities and Temporary Controls

1.3 CLOSEOUT PROCEDURES

- A. The CONTRACTOR shall:
 - 1. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for ENGINEER'S review.
 - 2. Provide submittals to ENGINEER that are required by governing or other authorities.
 - 3. Submit final Application for Payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. The CONTRACTOR shall:
 - 1. Execute final cleaning prior to final project assessment.
 - a. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
 - b. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 - c. Replace filters of operating equipment.
 - d. Clean debris from roofs, gutters, downspouts, and drainage systems.

- e. Clean site, sweep paved areas, rake clean landscaped surfaces.
- f. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 ADJUSTING

- A. The CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. The CONTRACTOR shall maintain on site one set of the following record documents and record actual revisions to the work:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Reviewed Shop Drawings, Product Data, and Samples
 - 6. Manufacturer's instruction for assembly, installation, and adjusting
- B. The CONTRACTOR shall ensure entries are complete and accurate, enabling future reference by OWNER.
- C. The CONTRACTOR shall store record documents separate from documents used for construction.
- D. The CONTRACTOR shall record information concurrent with construction progress.
- E. Specifications: The CONTRACTOR shall legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 1. Product substitutions or alternates utilized.
 - 2. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: The CONTRACTOR shall legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
 - 4. Field changes of dimension and detail.

5. Details not on original contract drawings.

1.7 OPERATION AND MAINTENANCE DATA

A. The CONTRACTOR shall:

1. Submit data bound in 8 ½ x 11-inch text pages, three D side ring binders with durable plastic or cloth covers.
2. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, typed on 20-pound white paper, in three parts as follows:
 - a. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, CONTRACTOR, SUBCONTRACTORS, and major equipment suppliers.
 - b. Part 2: Operation and maintenance instructions, arranged by system. For each category, identify names, addresses, and telephone numbers of SUBCONTRACTORS and suppliers. Identify the following:
 - 1) Significant design criteria
 - 2) List of equipment
 - 3) Parts list for each component
 - 4) Operating instructions
 - 5) Maintenance instructions for equipment and systems
 - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
 - c. Part 3: Project documents and certificates, including the following:
 - 1) Shop drawings and product data
 - 2) Air and water balance reports
 - 3) Certificates
 - 4) Photocopies of warranties and bonds
5. Submit one (1) draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with ENGINEER'S comments. Revise content of all document sets as required prior to final submission.
6. Submit five sets of revised final volumes, prior to final payment.

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

A. The CONTRACTOR shall:

1. Provide spare parts, maintenance, and extra products in quantities specified in individual specification sections.
2. Deliver to project site and place in location as directed and obtain a receipt prior to final payment.

1.9 MAINTENANCE SERVICE

A. The CONTRACTOR shall:

1. Furnish service and maintenance of components indicated in specification sections during the warranty period.
2. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
3. Maintenance service shall not be assigned or transferred to any agent or SUBCONTRACTOR without prior written consent of the OWNER.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 70 00

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Maintain at the site for the OWNER one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the contract.
 - 5. Approved shop drawings, product data and samples.
 - 6. Field test records.
- B. Related Requirements in other parts of the Project Manual:
 - 1. Conditions of the Contract.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by OWNER'S REPRESENTATIVE.

1.3 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal work until required information is recorded.
- C. Drawings: Legibly Mark to Record Actual Construction:
 - 1. Location of waterline, referenced to permanent improvements.
 - 2. Actual construction of waterline.
 - 3. Actual construction of permanent installation.

- D. Specifications and Addenda; Legibly Mark Each Section to Record:
 - 1. Manufacturer, trade name, catalog number, and supplier of Representative for the OWNER.
 - 2. Changes made by Change Order.
- E. Drawings and Specifications: Post addenda items, whether written or drawn, on the pages affected such that:
 - 1. Cut-outs of items are securely attached to the sheet that the addenda modified.
 - 2. The addenda number is reflected in each posted item.
 - 3. Completely revised sheets are posted over the sheet revised and the outdated sheet is labeled "void".

1.4 SUBMITTALS

- A. At contract close-out, deliver Record Documents to OWNER'S REPRESENTATIVE.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. CONTRACTOR'S name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of CONTRACTOR or his authorized REPRESENTATIVE.

END OF SECTION 01 78 39

DIVISION 02 – EXISTING CONDITIONS

SECTION 02 10 00 – SITE REMEDIATION

PART 1 - GENERAL

1.1 SCOPE

Work under this heading shall include all items of demolition and clearing necessary to prepare the site for construction.

PART 2 - PRODUCTS

2.1 MATERIALS

All salvage materials from demolition or other clearing shall remain the property of the OWNER, unless specifically noted otherwise.

PART 3 - EXECUTION

- A. Protection of trees and improvements: CONTRACTOR shall exercise extreme care in the protection of all existing trees and other improvements on the site designated by the OWNER'S REPRESENTATIVE to remain.
- B. Topsoil shall be stripped from the area to be occupied by building, walks, drives, parking etc., and stockpiled in area designated by OWNER'S REPRESENTATIVE where it will not interfere with building or utility operations. Use topsoil for finish grading.
- C. Remove from site all brush, rubbish and miscellaneous debris resulting from demolition and clearing ahead of construction to meet all safety standards on the site. All wood, vegetation and non-vegetable matter to be removed from topsoil as it is being stockpiled and hauled off with other debris.
- D. Care must be taken to confine clearing operation to the building site with no encroachments on adjacent foliage or possible damage to adjacent areas.
- E. OWNER shall designate area to be cleared for parking, storage of materials and other workspace in addition to building site. This area shall not be cleared of trees and no soil to be stripped or disturbed. Fill and level holes and depressions, prior to final acceptance of project.

END OF SECTION 02 10 00

SECTION 02 42 00 - REMOVALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.2 WORK INCLUDED

- A. The work required under this section consists of operations, methods, labor, and materials for partial interior, exterior, and/or site underground removals with all related items necessary to complete the Work indicated on the contract drawings.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

3.1 CONDITION OF SITE AND BUILDINGS

- A. The condition of site and buildings shall be accepted as found. The OWNER will not assume responsibility for conditions found or continuation of conditions existing at time of Proposal Invitation or thereafter. Any damage or loss, whether by reason of fire, theft, or other casualty or happening on the site, will not relieve the CONTRACTOR'S obligations to complete the work.

3.2 PROTECTION OF LIFE, STRUCTURES AND PROPERTY

- A. Execute work to insure against damages to remaining property. Do not interfere with property or portions of building without permission from authorized persons approved by the OWNER. Maintain free and safe passages in and around work areas. Do not seal off required exits without permission from authorities having jurisdiction.
- B. Provide, erect, and maintain lights, barriers, barricades as necessary to protect life, meeting all Federal, OSHA, State and local laws and regulations.

3.3 UTILITY SERVICES

- A. Remove all utility services as required and/or indicated on the drawings. Provide temporary utilities and services into areas requiring continued services before and after removal work.
- B. All electrical equipment and circuits shall be restored to original condition that are damaged or destroyed during removals and are not called out to be removed on the contract drawings.

3.4 REMOVALS

- A. Before starting demolition work, review all requirements for final remodeling work so that useable existing system components as required for completion of the new work is not destroyed. Coordinate all work with other CONTRACTORS.
- B. Remove any personal property, equipment, machinery, or other fixtures and turn them over to the OWNER as called for on the contract drawings.

3.5 DEBRIS

- A. Remove from the areas of removals, all debris as it accumulates. Do not store or permit debris to accumulate on the site. If the CONTRACTOR fails to remove excess debris promptly, the ENGINEER shall reserve the right to have debris removed by others at CONTRACTOR'S expense.
- B. Upon work completion, remove all tools, materials, equipment, apparatus, temporary toilets, and rubbish of every sort. Leave all existing building surfaces, not scheduled to be removed, swept clean condition at completion of work within any given area. Leave buildings and site clean, neat, and orderly.

3.6 REMOVAL OF PAVEMENT, SIDEWALKS, CURBS, ETC.

- A. Break concrete pavement, base course, and other similar materials designated for removal into pieces no heavier than 150 lbs. [68 kg]. Stockpile at locations shown on the plans.
- B. If the contract documents require the removal of asphalt concrete or Portland cement concrete pavement, saw the joint to the line and depth, as approved by the ENGINEER, to prevent under-break or shatter of adjacent areas.

3.7 REMOVAL AND DISPOSAL OF SALVAGED MATERIALS, STRUCTURES, AND OBSTRUCTIONS

- A. Unless otherwise required by the contract documents, all salvaged material shall become the property of the CONTRACTOR. Ownership of salvaged materials implies the responsibility to dispose of the salvaged material in accordance with all applicable local, state, and federal rules and regulations. CONTRACTOR is not allowed to bury or otherwise dispose of material within the project's boundaries or on any publicly owned property without the ENGINEER'S prior written approval.

END OF SECTION 02 42 00

SECTION 02 44 00 - ADJUSTMENT OF EXISTING STRUCTURES**PART 1 - GENERAL REQUIREMENTS****1.1 SCOPE**

This work shall consist of the necessary adjustments, alterations, relocating, or resetting to the required grade and alignment of existing structures, equipment or appurtenances which are not to be removed or abandoned and which are not the property of a private company, firm, or corporation required to move their own property, in accordance with these specifications and in reasonably close conformity with the lines, grades, elevations and dimensions shown on the drawings or established by the ENGINEER.

PART 2 - PRODUCTS**2.1 MATERIALS**

Materials for use in this work shall be as set out on the drawings, or if not specified, shall be of the same grade of material as specified elsewhere in these specifications for a similar type of work or of a material equivalent to that in the structure being adjusted.

PART 3 - EXECUTION**3.1 CONSTRUCTION METHODS****A. General**

1. The materials and workmanship necessary in raising, lowering, or otherwise adjusting or resetting existing structures shall conform to the requirements of the drawings and specifications for the class of work involved, or as directed by the ENGINEER. Whole bricks salvaged in good condition from structures may be used in rebuilding such structures provided the bricks are cleaned satisfactorily and approved by OWNER. Existing structures shall be rebuilt in accordance with the drawings and specifications. The final adjustment to grade shall be completed after the final surface course has been placed if the structure is in the pavement.
2. The CONTRACTOR shall guard against damage or breakage to any portion of the structure or appurtenance to be altered, removed, or reset. Any damage or breakage due to the CONTRACTOR'S negligence or failure to properly protect such structure or appurtenances, shall be repaired or replaced at the CONTRACTOR'S expense.

B. Manholes

1. Where the tops of the manholes are to be lowered to a new grade, the walls shall be removed and rebuilt to an elevation far enough below the new grade so that the maximum batter of the walls does not exceed 4 in. (10.1 cm) per foot (30.5 cm).
2. Where manholes are to be built up a distance of one foot (0.305 m) or less to a new grade, the walls may be carried up vertically and one new standard step shall

be set. Where the walls are to be built up a distance exceeding one foot (0.305 m), the existing walls shall first be removed to the bottom of the batter section of the walls, or to such elevation that the inside diameter of the manhole is not less than 3.5 ft. (1.1 m). The manhole shall then be rebuilt in conformity with the size and shape requirements for new manholes.

C. Catch Basins, Inlets, Manholes

1. Where inlets, catch basins, manholes or similar structures are to be revised to grade or rebuilt, the work shall be done in conformity with the requirements for new construction of this class of work as provided elsewhere in these specifications.

D. Valve Boxes, Meter Boxes, Lampholes

1. Care shall be taken in removing and resetting to grade, valve boxes, meter boxes, etc., to avoid breaking and any breakage shall be replaced by the CONTRACTOR at his expense.

E. Fire Hydrants, Valves, Water Meters, Water Line, etc.

1. Where adjustment or relocation of water lines and appurtenances is to be done by the OWNER, the CONTRACTOR shall be responsible for coordinating the arrangements with the OWNER for lowering or relocating of all water lines and the resetting of water valves, meters, manholes, and fire hydrants. When the alteration is part of the work to be performed by the CONTRACTOR as a part of his contract, such work shall be done in conformity with the requirements of the OWNER and in accordance with the requirements of these specifications for new work of this type.

F. Electric Traffic Signals or Right-of-Way Systems

1. Where the adjustment or relocation of electric traffic signals, highway lighting standard or conduits, cables, or appurtenances is to be done by the OWNER where the work is located, the CONTRACTOR shall make complete arrangements with the proper City or ODOT officials for the work to be done. When the alteration is part of the work to be performed by the CONTRACTOR as a part of his contract, such work shall be done in conformity with requirements of the OWNER, or as specified on the Drawings or in the Proposal and as directed by the ENGINEER.

G. Sewer Pipe

1. Sewer pipe removed to be re-laid shall be re-laid in conformity with the requirements of new sewers.

3.2 METHOD OF MEASUREMENT

Unless otherwise shown on bid form, the cost for various items, listed in Part 3.3, but not limited to, shall be included in other items of work.

3.3 BASIS OF PAYMENT

A. Accepted items, measured as provided above, will be paid for at the contract unit price for:

1. MANHOLES ADJUST TO GRADE	EA.
2. MANHOLES REBUILT	EA.
3. CATCH BASINS ADJUST TO GRADE	EA.
4. CATCH BASINS REBUILT	EA.
5. INLETS ADJUST TO GRADE	EA.
6. INLETS REBUILT	EA.
7. VALVE BOXES ADJUST TO GRADE	EA.
8. METER BOXES ADJUST TO GRADE	EA.
9. LAMPHOLES ADJUST TO GRADE	EA.
10. FIRE HYDRANT RESET	EA.
11. VALVES RESET	EA.
12. WATER METERS RESET	EA.
13. WATER LINE LOWERED	L.F.
14. WATER LINE REMOVED AND RELAID	L.F.
15. ELECTRIC TRAFFIC SIGNALS RESET	EA.
16. HIGHWAY LIGHTING STANDARDS RESET	EA.
17. ELECTRIC CABLE RELAID	L.F.
18. ELECTRIC CABLE CONDUIT RELAID	L.F.
19. PIPE SEWER REMOVED AND RELAID	L.F.
20. REMOVE AND RESET MANHOLE FRAME AND COVER	EA.

B. Valve boxes, meter boxes, etc., in conjunction with valves or meters to be reset will be considered as part of the valve or meter and will not be paid for as a separate item.

C. Valves in water lines or fire hydrant leads will not be considered as a separate pay item, but the cost of resetting same, and shall be included in the price bid for the water line or lead.

D. When the valve is under pavement, adjustment of valve box will be a separate pay item.

END OF SECTION 02 44 00

DIVISION 03 - CONCRETE**SECTION 03 10 00 - FORMWORK****PART 1 - GENERAL****1.1 SCOPE OF WORK**

- A. Furnish, install all labor, materials, equipment, and services as required to complete all formwork for all cast-in-place concrete as shown on drawings, and/or specified herein.

1.2 SHOP DRAWINGS

- A. Per Division 01 General Conditions, submit Shop Drawings showing location, layout of construction joints, form joints, locations of tie holes or plugs, and procedure for pouring into formwork.

1.3 COORDINATION

- A. Secure all pipe sleeves, anchors, bolts, including those for angle frames, inserts, supports, ties, other materials in connection with concrete construction, in position before concrete is placed.
- B. Obtain information, instructions from other trades, suppliers in ample time to schedule, coordinate installation of items furnished by them to be embedded in concrete so provisions for their work can be made without delaying project.
- C. Make cutting and/or patching made necessary by failure or delay in complying with these requirements at no cost to OWNER.

1.4 GENERAL REQUIREMENTS

- A. Furnish formwork and formwork accessories according to ACI SPEC-301.
- B. Provide complete forms of such strength and construction as to prevent any spread, shifting, or settling when concrete is deposited, tight enough to avoid any leakage or washing out of cement mortar.
- C. Design forms, false-work supports so stresses indifferent members can be determined, including details. They shall have sufficient rigidity to resist deflection more than 1/8" between supports after concrete has been placed, to assure smooth, even appearance of surfaces.
- D. Plywood or lined forms will not be required for surfaces which are normally submerged or not ordinarily exposed to view. Other types of forms, such as steel or unlined wooden forms, may be used for surfaces which are not restricted to plywood and may be used as backing for form linings. Concrete forms are required above all extended footings.

- E. Where concrete is placed against a gravel or crushed rock which does not contain at least 25% material passing a No. 4 sieve, such surfaces shall be covered with polyethylene film 6 mil thick to protect the concrete from loss of water. Joints in the film shall be lapped at least 4".
- F. Use bolts, rods, other approved devices for internal ties, spreaders; of such construction that when forms are removed, no metal is within 1" of an exterior nor within 1/2" of an interior concrete surface.
- G. Take special care that forms are true to required lines, grades, surfaces so as to give uniform, neat, workmanlike finish to all concrete surfaces, and to make form supports of sufficient strength, well braced, on adequate foundations so there is no settling or distortion when weight of concrete is added.
- H. Remove all dirt, chips, sawdust, rubbish, water, etc., from forms by water hosing and air pressure before any concrete is deposited. Leave no wooden ties or blocking in concrete except where indicated for attachment of other work.
- I. ENGINEER will cooperate with CONTRACTOR in matter of removing forms and shoring as early as possible. Length of time forms must remain in place depends on rate of time required for concrete to obtain proper strength and on construction loads that will be placed on concrete. Forms shall not be removed until authorized by the ENGINEER.
- J. Forms shall not be removed or disturbed for at least seven (7) days from date of last pouring unless approved by the ENGINEER.
- K. On removal of forms, all bolts, wires for anchoring, etc., shall be either removed, cut off to lengths as directed, or left in place for anchorage of other work as specified.
- L. Forms to be reused shall be in good condition, thoroughly cleaned before being reused.
- M. Provide 3/4" chamfer at any wall, column and vertical corners unless otherwise shown.

1.5 CONSTRUCTION JOINTS

- A. Make and locate generally as indicated on drawings all construction joints so as not to impair strength of structure and only at locations approved by the ENGINEER. Form keys used in any cold joints shown or required.

PART 2 - MATERIALS

2.1 SLABS, WALLS AND EXPOSED CONCRETE:

- A. Forms for flat exposed surfaces shall be 5-ply Exterior B-B (Concrete Form) panels. Panels with raised or separate face veneers shall not be used for exposed concrete.

2.2 SURFACE TREATMENT

- A. Surface Treatment: Plywood panels shall have smooth surface treatment to prevent any development of bond or adhesion to concrete and to seal plywood surfaces against moisture. Master Finish RL Series as manufactured by Master Builder Solutions; Burke Form Sealer as manufactured by W. J. Burke Company, or approved equal, shall be used, applied in strict accordance with manufacturer's directions.

2.3 FORM TIES AND SPREADERS

- A. Form Ties and Spreaders: Shall be metal, cone nut type. No wood spreaders will be permitted.

2.4 ROUGH HARDWARE

- A. Rough Hardware: Nails, bolts, screws, anchors, etc., as shown or needed shall be furnished and set.

END OF SECTION 03 10 00

SECTION 03 20 00 - REINFORCEMENT**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. Furnish all labor, materials, equipment, and services as required to complete all reinforcing steel work as shown on drawings, and/or specified herein.

1.2 SHOP DRAWINGS

- A. Per Division 01, General Conditions, submit Shop drawings showing bending and placing of all reinforcing. Drawings shall include diagrammatic elevations of all walls at a scale sufficiently large to clearly show the position, erection marks of marginal bars and their dowels and splices.

1.3 COORDINATION

- A. Coordinate with other trades so as not to interfere. Bring interferences between trades to ENGINEER'S attention; resolve before any concrete is poured.

1.4 STORAGE

- A. Store reinforcement to avoid rusting or coating with grease, oil, dirt, or other objectionable materials. Reinforcement coated with such materials will be rejected.

1.5 STANDARDS

- A. Comply with requirements set forth in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures", published by the American Concrete Institute except where more exacting requirements are specified in Contract Documents.

PART 2 - MATERIALS**2.1 REINFORCEMENT**

- A. Reinforcing bars shall be deformed bars conforming to ASTM A-615 Grade 60.
- B. Welded wire fabric shall conform to requirements of ASTM A-1064 using bright steel wire meeting ASTM A-1064. Gauges, dimensions shall be as noted on the drawings.
- C. All steel for reinforcement shall be new, non-rusted stock, free from mill scale, delivered without rust other than may have accumulated in prompt transportation to the work.
- D. Tie wire shall be No. 16 American Wire Gauge or heavier, black annealed.
- E. Supports for reinforcing bars in slabs shall be metal, of sufficient strength to adequately support bars, of a type approved by ENGINEER. Supports or spacers for

bars in walls shall be such that exterior face of wall will not be marred when forms are stripped, and final finish has been completed.

- F. Dowels from footings to walls shall be same size, spacing as wall reinforcement, unless otherwise shown. Dowels shall project 12 inches into wall, 12 inches into footing unless detailed or noted otherwise.

PART 3 - REINFORCING BARS TO BE FURNISHED TO OTHER TRADES

3.1 VERTICAL REINFORCING

- A. All vertical reinforcing bars required for vertically reinforcing masonry work shall be furnished by REINFORCING CONTRACTOR, properly cut, shaped as indicated on drawings. Masons shall install in place all reinforcements supplied them as required by Drawing details.

3.2 HORIZONTAL REINFORCING

- A. Horizontal mesh type masonry reinforcing shall be furnished.

PART 4 –REINFORCING STEEL

4.1 REQUIREMENTS FOR PLACEMENT OF REINFORCING STEEL

- A. Reinforcement shall be accurately placed, securely tied at intersections with 16-gauge black annealed wire; shall be maintained in proper position by chair, bars, supports, or approved devices.
- B. Bars shall lap 18 inches at splices, except as otherwise indicated. Splices in adjoining horizontal bars shall be staggered at least 6'. Where this is not feasible, submit suggestions for ENGINEER'S consideration. Horizontal bars shall be hooked around corners not less than 9 inches, with minimum of 12 inches as per typical details.

4.2 CONCRETE PROTECTION OF REINFORCING

- A. Shall be not less than the following:
 1. 3" where concrete is poured against ground.
 2. 2" where concrete is poured against forms but may be in contact with ground.
 3. 1-1/2" minimum in exterior face of exterior walls (exposed to weather but not in contact with ground).
 4. 3/4" minimum in interior walls and interior face of exterior walls.
 5. 1-1/2" in beams, girders, and columns.
 6. Clear distance between bars shall be not less than 1-1/2", 1-1/2 bar diameters, nor less than 1-1/3 times the maximum size of coarse aggregate. See details for any specific variations to these requirements. Where conduits, piping, inserts, sleeves, etc., interfere with placing of reinforcing steel as shown or called for,

CONTRACTOR must consult with ENGINEER, secure method of procedure from him before pouring any concrete. Bending or field cutting of bars around openings or sleeves will not be permitted.

END OF SECTION 03 20 00

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE**PART 1 - GENERAL****1.1 SCOPE**

- A. This section covers all cast-in-place concrete, including reinforcing steel, forms, finishing, curing and other appurtenant work.
- B. Transit mix concrete will be permitted if it meets the requirements of this section and is mixed and delivered in accordance with ASTM C94.

1.2 SUBMITTALS

- A. Submittals shall be made in accordance with all the requirements of the General Conditions and the Contract Documents.
- B. Submit for review a proposed design mix for each concrete strength and class required by these Specifications. Failure to include any items of information noted in this paragraph for a given concrete strength or type will be cause for requirement of a resubmittal. Information to be submitted for each strength and class shall include the following items:
 - 1. Concrete mix design
 - a. Constituent quantities per cubic yard.
 - b. Sources of all concrete mix components including coarse aggregate, fine aggregate, cement, water, admixtures, and pozzolans where included.
 - c. Cement type and manufacturer, include chemical analysis (mill test report) for each cement type to be used.
 - d. Pozzolan type and source; include chemical analysis for each pozzolan type to be used.
 - e. Water/cement ratio, by weight.
 - f. Air content
 - g. Mix design slump.
 - h. Average compressive strengths conforming to the requirements of ACI 318 at 28 days. Provide both average strengths and sample standard deviation. Provide results at 7 and 14 days if available.
 - i. Laboratory shrinkage test results for concrete mix designs, where specified.
 - 2. Aggregate:
 - a. Laboratory sieve analysis, conforming to ASTM C33.
 - b. Verification that aggregate is not "deleterious," or "potentially deleterious." Provide documentation or other certification that aggregate does not contain deleterious substances and has been used without issues on previous projects.

3. Admixtures. Submit Manufacturer's data brochures on all admixtures proposed for use and provide certification of compliance with specified ASTM standards for each admixture.
- C. Submit concrete placement drawings showing pour sequence, lift numbers, locations of all joints, concrete mix being placed, concrete finishes, and all pertinent embedments including embedded plates, sleeves, pipes, conduits, anchors, etc., where applicable. Where the Drawings permit the CONTRACTOR to select joint locations, show the selected dimensions on the placement drawings. Approval of the placement drawings shall not relieve the CONTRACTOR of the responsibility of placing all concrete and embedments as specified.
 - D. If cold weather or hot weather concrete conditions are anticipated on the Project, submit a work plan for cold weather concreting and/or for hot weather concreting, describing proposed methods and procedures for mixing, delivering, placing, finishing, and curing concrete. Submit plans well in advance of cold or hot weather job conditions. Include procedures to be implemented upon abrupt changes in weather conditions or due to equipment failures. If a plan for either is not submitted and cold or hot weather concrete conditions are present, the CONTRACTOR will not be allowed to pour concrete until a plan is received and reviewed as long as cold or hot weather conditions are present on the Project.
 - E. Furnish a delivery ticket for ready mixed concrete to the OWNER'S REPRESENTATIVE as each truck arrives. Each ticket shall provide a printed record of the weight of cement batched and each separate aggregate individually batched. Use the type of indicator that returns for zero punch or returns to zero after a batch is discharged. Clearly indicate the weight of fine and coarse aggregate, cement, and water in each batch, the quantity delivered, the time any water is added, and the numerical sequence of the delivery. Show the time of day batched and time of discharge from the truck. Indicate the number of revolutions of mix trucks.
 - F. Submit Manufacturer's data sheets and product specifications for curing compounds and items specified in other Sections including form release agents, bonding agents, etc. Identify the locations where each will be used in the Work as a part of the submittal.
 - G. Submitted data shall demonstrate compliance with all requirements of this Specification or deviations shall be clearly noted.

1.3 QUALITY ASSURANCE

A. Concrete Consistency

1. Test for slump shall be performed at the job site immediately prior to placing in accordance with ASTM C143. Slump tests shall be performed for every 35 CY separately for each construction item to indicate workability and consistency throughout the entire project.
2. If the slump is outside the allowed limits, the concrete shall be rejected. Concrete showing either poor cohesion or poor coating of the coarse

aggregate with paste shall be remixed or rejected.

3. If the slump is within the allowable limit, but excessive bleeding, poor workability, or poor finishability are observed, the concrete shall be rejected and changes in the concrete mix shall be made only by an adjustment of one or more of the following:
 - a. The gradation of aggregate.
 - b. The proportion of fine and coarse aggregate.
 - c. The percentage of entrained air, within the allowable limits.

B. Concrete Temperature

1. Concrete temperature shall be taken immediately before placement with the point of measurement being in the chute or bucket.
2. Perform temperature test for each batch and record result on batch ticket.
3. If fresh concrete temperature does not meet requirements in this section the concrete shall be rejected.

C. Concrete Air

1. Test for air content shall be made on a fresh concrete sample for every 35 CY separately for each construction item prior to placing in forms.
2. Air content for concrete made of ordinary aggregates having low absorption shall be made in accordance with either ASTM C231, or ASTM C173. If light weight aggregates or aggregates with high absorptions are used, use ASTM C173.
3. If air content of fresh concrete does not meet requirements specified in this Section, the concrete shall be rejected. Do not place concrete that does not meet the air entrainment requirements of this Section.

D. Compression Testing

1. Compression test specimens shall be made, cured and tested in accordance with ASTM C31 and ASTM C39.
2. Compressive strength tests shall be made on cylinders at 7 and 28 days. The value of each test result shall be the average compressive strength of a minimum of 2 cylinders taken at the same time from the same batch of concrete.
3. Compressive test specimens shall be 6" x 12" cylinders or 4" x 8" cylinders. Sets of concrete test cylinders shall be cast for each day's concrete pour as follows.
 - a. A "set" of test cylinders consists of a minimum of six cylinders, one to be broken and strengths recorded at seven days; and three broken and strengths averaged at 28 days. Two hold cylinders will remain unbroken so that they will be available to be broken upon unforeseen circumstances or upon the option of the Engineer to break cylinders at different times.

- b. A minimum of one “set” of cylinders will be made for each concrete pour up to 25 CY in volume. For pours larger than 25 CY, additional “sets” of cylinders will be made for each additional 50 CY of concrete poured.
- 4. Evaluation of compressive strength for compliance with design requirements will be conducted by the ENGINEER per ACI 318 – Section 26.12 based on the results of the 28-day test.
- 5. All test specimens shall be kept as near to the point of sampling as possible and yet receive the same protection from the elements as is given to the portions of the structure being built. Specimens shall be protected from injury. They shall be sent to a testing laboratory approved by the ENGINEER after a minimum of three days of field curing and while in the laboratory shall be kept in the ordinary air at the temperature of approximately 70°F until tested.

E. Failure to Meet Requirements

- 1. The OWNER may withhold payment for any section of concrete which does not meet the requirements of the plans and specifications. Withheld payment shall be based upon unit prices established for concrete, if available. Payment shall be withheld until the unacceptable concrete has been repaired or removed and replaced or otherwise brought into conformance with the plans and specifications.
- 2. Concrete Strength
 - a. If the 28-day strength test results fall below required values, additional curing may be performed and test cores may be obtained in accordance with ASTM C42 with approval of the ENGINEER. Additional curing, core removal and testing, if allowed by the ENGINEER, shall be at the CONTRACTOR'S expense.
 - b. If the strength results from test cores do not exhibit the required strength, the ENGINEER or OWNER'S REPRESENTATIVE reserve the right to require strengthening, replacement of substandard materials and/or additional testing at the CONTRACTOR'S expense. The choice of remedy is at the sole discretion of the ENGINEER or OWNER'S REPRESENTATIVE.
 - c. Other Concrete Properties
 - 1) If concrete properties besides strength do not meet required values, the ENGINEER may require concrete samples to be obtained in accordance with ASTM C42 and evaluated in accordance with ASTM C856 at the CONTRACTOR'S expense.
 - 2) If concrete properties besides strength do not meet required values, and the results of additional examination per ASTM C856 are deemed unsatisfactory at the sole discretion of the ENGINEER, the OWNER reserves the right to require strengthening, replacement of substandard materials and/or additional testing at the CONTRACTOR'S expense.

PART 2 - PRODUCTS**2.1 GENERAL**

Cement	ASTM C150, Type II or I/II
Coarse Aggregate	Crushed rock, washed gravel or other inert material conforming to ASTM C33
Fine Aggregate	Shall conform to ASTM C33
Crushed	
Water	Clean and free from deleterious substances
Reinforcing Steel	Per specification 03 20 00 "Reinforcement"
Welded Wire Fabric	Per specification 03 10 00 "Form Work"
Expansion Joints	Preformed, bituminous type ASTM D994
Joint Sealer	Per specification 03 31 00 "Construction Joint Sealing"

2.2 DESIGN CRITERIA

- A. Use ACI 211.1 as the basis for selecting the proportions of ingredients to produce concrete having proper durability, strength, workability appearance and other required properties. Proportion ingredients to produce a homogenous mixture, which will work readily into corners and angles of forms and around reinforcement by methods of placing and consolidation employed on the work, but without permitting materials to segregate or allowing excessive free water to collect on the surface.
- B. Strength:
 - 1. All concrete is required to have an average 28-day compressive strength equal to or greater than specified strength in section 2.2(F) unless otherwise specified.
- C. Entrained Air:
 - 1. Air-entrain all concrete, unless otherwise specified.
 - 2. Drilled shafts do not require air entrainment unless placed underwater.
 - 3. Provide for not less than three percent (3.0%) nor more than six percent (6.0%) by volume of total entrapped and entrained air for normal weight concrete.
 - 4. Do not air entrain finished floors that call for a troweled finish.
- D. Slump:
 - 1. Provide adequate slump to produce acceptable workability, do not exceed maximum specified slump.
- E. Admixtures:
 - 1. Proportion admixtures according to the Manufacturer's recommendations. All admixtures shall be batched at the batch plant only.

F. Concrete Classification

Class	Min. 28-Day Compressive Strength (psi)	Coarse Aggregate Size (in.)	Max. Water Cement Ratio	Max. Slump (in.)	Min. Cement Content (lb. per CY)
A	4000	1.5 (No. 467)	0.45	5	517
B	3000	1.5 (No. 467)	0.50	4	470
C	4000	1.0 (No. 57)	0.45	4	564
D	5000	0.75 (No. 67)	0.45	5	611
E	1500	1.5 (No. 467)	0.70	4	376
F	4000	0.375 (No. 8)	0.45	8	611

G. Concrete Usage

Class	Usage
A	All reinforced concrete unless otherwise specified
B	Concrete Encasement; Sidewalks, Curbs, Driveways
C	Drilled Shafts; Pumped Concrete; Thin Wall Sections
D	Precast Concrete and Panels
E	Lean Concrete Backfill; Foundation Seal; Blocking/Cradling
F	Underground Duct Banks

2.3 ADMIXTURES

A. Air-Entraining Admixture: ASTM C260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing intentionally added chlorides.

1. Water-Reducing Admixture: ASTM C494/C 494M, Type A. Products.
2. Retarding Admixture: ASTM C 494/C 494M, Type B. Products.
3. Water-Reducing and Retarding Admixture: ASTM C494 / C494M, Type D.
4. Accelerating Admixture: ASTM C494/C494M, Type C.
5. Water-reducing and Accelerating Admixture: ASTM C494/C494M, Type E.
6. High-Range, Water-Reducing Admixture: ASTM C494 / C494M, Type F.

7. High-Range, Water-Reducing and Retarding Admixture: ASTM C494 / C494M, Type G.
8. Plasticizing and Retarding Admixture: ASTM C1017 / C1017M, Type II.
9. Workability-Retaining Admixture: ASTM C494/C494M, Type S.
10. Other admixtures shall be as specified in Section 03 30 00.

2.4 FIBERS

A. Synthetic Microfibers

1. Shall be manufactured from a proprietary blend of polypropylene resins in compliance with ASTM D7508/D7508M for micro-chopped strands, for use in fiber-reinforced concrete meeting the requirements of ASTM C1116/C1116M, Type III.
2. Shall provide a minimum cracking reduction ratio (CRR) of 40 percent when tested in accordance with ASTM C1579.
3. Dosage shall be as recommended by the manufacturer.

B. Synthetic Macrofibers

1. Shall be manufactured from a proprietary blend of polypropylene resins in compliance with ASTM D7508/D7508M for macro-chopped strands or hybrids chopped strands for use in fiber-reinforced concrete meeting the requirements of ASTM C1116/C1116M, Type 111.
2. Shall provide a minimum average residual strength (f_{150}^D) [minimum average equivalent flexural strength ($f_{e,3}$)] of [] psi when tested in accordance with ASTM C1609/C1609M, using the roller support system in ASTM C1812/C1812M.
3. Dosage shall be as recommended by the manufacturer.

2.5 VAPOR RETARDER

- A. Plastic sheet, ASTM E1745, Class A or B.
- B. Polyethylene sheet, ASTM D4397, not less than 10 mils (0.25 mm) thick; or plastic sheet, ASTM E1745, Class C.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.

- C. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B.
- F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

2.7 STORAGE OF MATERIALS

- C. Cement shall be stored in suitable moisture-proof enclosures. Cement which has become caked or lumpy shall not be used.
- D. Aggregates shall be stored so that segregation and the inclusion of foreign materials is prevented. The bottom 6" of aggregate piles in contact with the ground shall not be used.
- E. Reinforcing steel shall be carefully handled and shall be stored on supports which will keep the steel from contact with the ground.

2.8 FORMS

- A. All forms shall be in accordance with Specification 03 10 00 "Form Work".

2.9 EMBEDMENTS

- A. Anchor bolts, castings, steel shapes, conduit, sleeves, masonry anchorage and other materials that are to be embedded in the concrete shall be accurately positioned in the forms and securely anchored. Conduits shall be installed between the reinforcing steel in walls or slabs which have reinforcements in both faces. In slabs which have only a single layer of reinforcing steel, conduits shall be placed under the reinforcement.
- B. Unless installed pipe sleeves, anchor bolts shall have sufficient threads to permit a nut to be installed on the concrete side of the form or template. A second nut shall be installed on the other side of the form or template and the two nuts shall be adjusted so that the bolt will be held rigidly to proper position.
- C. Embedments shall be clean when installed. After concrete placement, surfaces not in contact with concrete shall be cleaned of concrete spatter and other foreign substances.

2.10 BATCHING AND MIXING

- A. Concrete shall be furnished by an acceptable ready-mixed concrete supplier and shall conform to ASTM C94 and furnish batch ticket information.
 - 1. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. The consistency of concrete shall be suitable for the placement conditions. Aggregates shall float uniformly throughout the mass and the concrete shall flow sluggishly when vibrated or spaded. The slump shall be kept uniform.

PART 3 - EXECUTION**3.1 GENERAL**

- A. The limits of each concrete pour shall be predetermined by the CONTRACTOR and shall be acceptable to the ENGINEER. All concrete within such limits shall be placed in one continuous operation.
- B. Before test sampling and placing concrete, water may be added at project site at the direction and approval of the ENGINEER.
- C. Before concrete is placed, forms, reinforcements, water stops, anchor bolts and embedments shall be rigidly secured in proper position; all dirt, mud, water, and debris shall be removed from the space to be occupied by concrete; all surfaces incrustated with dried concrete from previous placement operations shall be cleaned; and the entire installation shall be acceptable to the ENGINEER.
- D. Concrete shall be conveyed to the point of final deposit by methods which will prevent separation or loss of ingredients. Concrete shall be placed in final position without being moved laterally in the forms more than 6 feet. Lateral placement beyond 6 feet shall require the use of tremie pipe to meet the lateral limit.
- E. Concrete for piers shall be carefully deposited to avoid contact with forms, reinforcing and earth sides until completion of the drop. Necessary precautions shall be taken to prevent earth or other material from falling into excavations and to prevent dislocation of reinforcing during concrete placement. Concrete shall be placed continuously to the top of each pier at a rate of vertical rise of not less than 2' per hour. Forms above grade, if required, shall be cylindrical steel or fiber forms acceptable to the ENGINEER.
- F. During and immediately after placement, concrete shall be thoroughly compacted and worked around all reinforcements and embedments and into the corners of the forms. Mechanical vibrators shall be used which will maintain at least 9000 cycles per minute when immersed in the concrete. Each vibrator shall be driven by not smaller than a 1-1/2 hp motor. The number and type of vibrators shall be acceptable to the ENGINEER.

3.2 HOT WEATHER CONCRETING

- A. Except as modified herein, hot weather concreting shall comply with ACI 305. At air temperatures of 90° F or above, concrete shall be kept as cool as possible during placement and curing. The temperature of the concrete when placed in the work shall not exceed 90° F.
- B. Plastic shrinkage cracking, due to rapid evaporation of moisture, shall be prevented. Concrete shall not be placed when the evaporation rate (actual or anticipated) equals or exceeds 0.2 lbs. per sq. ft. per hour, as determined in ACI 305.

3.3 COLD WEATHER CONCRETING

- A. Except as modified herein, cold weather concreting shall comply with ACI 306. The temperature of concrete at the time of mixing shall be not less than that shown in the following table for corresponding outdoor temperature (in shade) existing at the time of placement.

<u>Outdoor Temperature</u>	<u>Concrete Temperature</u>
Below 10° F	70° F
Between 10° F and 45° F	60° F
Above 45° F	45° F

- B. When placed, heated concrete shall not be warmer than 80° F.
- C. When freezing temperatures may be expected during the curing period, the concrete shall be maintained at a temperature of at least 50° F for five days or 70° F for three days after placement. Concrete and adjacent form surfaces shall be kept continuously moist. Sudden cooling of concrete shall not be permitted.

3.4 FINISHING

- A. All exposed surfaces shall be given a steel float finish.
- B. No Finish: A finish is not required on surfaces which are not visible from the inside or outside of the structure or more than 12 inches below finished grade.
- C. Screened surfaces shall be given an initial float finish as soon as the concrete has stiffened sufficiently for proper working. Any piece of coarse aggregate which is disturbed by the float or which causes a surface irregularity shall be removed and replaced with mortar. Initial floating shall produce a surface of uniform texture and appearance with no unnecessary working of the surface.
- D. Initial floating shall be followed by a second floating at the time of initial set. The second floating shall produce a finish of uniform texture and color. Unless additional finishing is specifically required, the completed finish for unformed surfaces shall be the float finish produced by the second floating.
- E. Floating shall be performed with hand floats or suitable mechanical compactor floats.

F. Smooth Form Finish:

1. Unless otherwise specified, all surfaces not meeting the requirements for "no finish" shall receive a smooth form finish. Use a smooth form finish on all surfaces exposed to view and liquid.
2. Provide a smooth, hard uniform texture on the concrete surface. Use plywood or fiberboard linings or forms in as large sheets as practicable and with smooth, even edges and close joints.
3. Patch tie holes and defects.
4. Provide a smooth, uniform, rubbed surface texture. Rub fins and joint marks and other irregularities with carborundum stone immediately after forms are stripped to leave a smooth, unmarred finish surface. If rubbing of surface is delayed to the point where the concrete surface is dry and cannot be rubbed to produce a smooth, uniform surface Contractor shall provide a blast finish to achieve a smooth uniform surface at no additional cost to the Owner.

G. Related Unformed Surfaces: Tops of piers, walls, bent caps and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed. Float unformed surfaces to a texture reasonably consistent with that of the formed surfaces. Final treatment on formed surfaces shall continue uniformly across the unformed surfaces.

3.5 FINISHING SLABS AND SIMILAR FLAT SURFACES

- A. Comply with the recommendations in ACI 302.1R for screeding, re-straightening and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Finish slabs and similar flat surfaces monolithically and apply as indicated in the Plans and as follows:
 1. Rough Finish.
 - a. Tank floors and slabs that receive grout or additional concrete toppings.
 - b. Provide a rough surface by screeding only without further finish.
 2. Trowel Finish
 - a. Slab surfaces exposed to view, liquids or to be covered with a coating system, flooring coverings or membranes.
 - b. After apply float finish, apply trowel finish and consolidate by hand or power driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 3. Broom Finish
 - a. Sidewalks, walkways and platforms.
 - b. Immediately after float finishing, slightly roughen trafficked surface by

brooming with fiber-bristle broom perpendicular to main traffic route.

3.6 CONCRETE CURING

A. All concrete shall be cured in accordance with the specifications. The curing methods shall be wet curing, sheet materials or membrane curing compound. Unless the curing method is specified otherwise, select one of the appropriate curing methods below.

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI SPEC-306.1 for cold-weather protection and with ACI SPEC-301 for hot-weather protection during curing.
2. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. / h (1 kg/sq. m / h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
3. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
4. Length of Curing Period
 - a. A "curing day" shall be any day on which the atmospheric temperature taken in the shade, or the air temperature adjacent to the concrete, remains above 50° F for at least 18 hours.
 - b. Continuously cure concrete for a period until 7 curing days have been reached. In cold weather, curing may be terminated after a period of 14 consecutive days.

B. Wet Curing

1. Immediately after the finishing operations are completed or forms are stripped, the concrete shall be covered with wet cotton mats or with a temporary covering of canvas or burlap, thoroughly saturated with water before placement. A temporary covering shall be used when factors dictate that cotton mats cannot be placed immediately after finishing operations without marring the finishing of the concrete surface.
2. When temporary coverings are used keep them in place only until the surface has sufficiently hardened so that a cotton mat can be substituted without marring or disturbing the concrete finish.
3. The coverings shall remain in contact with the concrete for the duration of the curing period.
4. The coverings shall be kept saturated with water for the entire curing period.
5. Water used for curing shall be potable and free from any injurious materials or deleterious substances.

C. Sheet Curing

1. Immediately after the finishing operations are completed or forms are stripped, install sheet curing materials in accordance with all Manufacturer's recommendations.
2. Sheet curing shall be in contact with the entire concrete surface so as to prevent drying for the duration of the curing period.
3. When pedestrian traffic is unavoidable, provide suitable walkways to protect the sheet material.

D. Membrane Curing

1. Membrane curing compound is not permitted on surfaces to be rubbed or on surfaces to receive additional concrete, grout, plaster or coatings.
 2. Immediately after the finishing operations are completed or forms are stripped, apply membrane curing compound solution under pressure with a spray nozzle so the entire exposed surface is completely covered with a uniform film. The rate of application shall insure complete coverage but shall not exceed 150 square feet per gallon of curing compound.
 3. After application and under normal conditions, the curing compound shall be dry to the touch within 1 hour and shall be dry thoroughly and completely within 4 hours. When thoroughly dry it shall provide a continuous flexible membrane free from cracks and pinholes and shall remain intact during the required curing period.
 4. If the membrane seal is broken during the curing period, immediately repair it with additional curing compound.
- E. After the curing period, the temperature of the exposed surface shall not be permitted to drop faster than 30 degrees F in 24 hours.

3.7 JOINTS

- A. Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Contraction Joints in Slabs-on-Grade: Form weakened-plane sawed contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness.
- C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

3.8 CONCRETE SURFACE REPAIRS

- A. Repair defective areas immediately after the removal of forms in accordance with this Section 02 42 00 "Removals" and Section 03 10 00 "Form Work". Repair of defective areas shall be at no additional cost to the OWNER.
- B. If the concrete surface is bulged, uneven or exhibits defects which in the ENGINEER'S opinion cannot be satisfactorily repaired, remove and replace the entire concrete section as directed at no additional cost to the OWNER.
- C. Patch tie holes immediately after removal of forms. After cleaning and thoroughly dampening the tie hole, fill solid with non-shrink, non-metallic grout.

3.9 MISCELLANEOUS ON-SITE MIXED BATCH

- A. The concrete shall be mixed in the approximate proportion of 1:2-1/2:4-1/4 and shall contain not less than one and one quarter barrels of cement per cubic yard of finished concrete. With the approval of the ENGINEER, admixtures may be added in order to increase workability.
- B. The onsite mixed batch will be subject to all testing requirements listed in this specification. The concrete shall meet or exceed strength requirements as required in this specification unless otherwise noted in the plans.

3.10 RESPONSIBILITY OF CONTRACTOR FOR STRENGTH

- C. It is the intent of these specifications that the CONTRACTOR shall guarantee that concrete of the specified compressive strength is incorporated in the structures and that the responsibility for producing the required grades of concrete is assumed by the CONTRACTOR.
- D. Should the average strengths shown by test cylinders fall below the strengths required, the ENGINEER will require any or all of the following changes: amount of cement, grading of aggregate, or ratio of the water to the cement used. If the tests disclosed that the strength of the concrete is insufficient for the structure as built, the ENGINEER may condemn the part of any structure in which concrete of insufficient strength has been placed and the CONTRACTOR, at his cost, shall remove and replace such concrete meeting these specifications.

3.11 EXPERIMENTAL CONCRETE MIXES

- A. The CONTRACTOR shall make experimental mixes prior to the placing of the concrete and at any time during the progress of the work when necessary to demonstrate that the concrete will meet these specifications. Materials for making experimental mixes shall be furnished by the CONTRACTOR and these materials shall be identical with those intended for use in the work. The cost of the materials shall be borne by the CONTRACTOR and shall be included in the price bid for concrete.

3.12 PAYMENT

- A. No separate measurement and payment will be made for the work covered under this section unless specified in the Bid Schedule. All costs in connection with this work shall be included in the applicable contract unit price for which the work pertains. Concrete encasement for underground piped utilities shall be paid for separately. Refer to the Standard Drawings for computation of encasement quantities.

END OF SECTION 03 30 00

SECTION 03 31 00 - CONSTRUCTION JOINT SEALING**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. Work under this section shall include furnishing all labor, materials, and equipment necessary to clean and seal existing construction joints in concrete structures.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. All materials shall be delivered to the site in the manufacturer's original unopened containers, with all labels and other markings intact.
- B. All materials shall be stored off the ground and protected from vandalism, the environment, and possible contamination in accordance with the manufacturer's recommendations.
- C. Materials not meeting the above shall be unacceptable and removed from the site.

1.3 SUBMITTALS

- A. All proposed materials and methods shall be submitted in accordance with Division 01.

PART 2 - PRODUCTS**2.1 GENERAL**

- A. The joints shall be sealed by a one-part gun grade polyurethane sealant preceded by a primer receptive to urethane sealants. Modified amine epoxy or polyurethane grout with backer rod.

2.2 ACCEPTABLE PRODUCTS

- A. Primer:
 - 1. "Vulkem® Sealant Primer 171" as manufactured by Tremco.'
 - 2. "MasterSeal P 173" as manufactured by Master Builders Solutions.
- B. Sealant:
 - 1. "Vulkem® 116 Polyurethane Sealant" as manufactured by Tremco.
 - 2. "MasterSeal NP 1" as manufactured by Master Builders Solutions.

PART 3 - EXECUTION**3.1 ROUTING**

- A. All construction joints shall be routed or sawed to provide the correct joint shape. That shape shall be 3/4" wide by 2" deep. The joint width shall be made with one pass of the saw or router.

3.2 CLEANING

- A. After routing, the joint shall be sandblast cleaned to remove all latent material and provide a good blast profile for sealant adhesion. After sandblasting, the joint shall be blown clean.
- B. After cleaning, install a bond breaker/backing rod in the bottom of the routed joint. The rod shall be installed by roller to ensure constant depth of the joint to be sealed. Backing rod materials are to be recommended by the sealant manufacturer; however, no low melting point or bituminous products are to be used.
- C. Apply one coat of the primer to the prepared joint, exercising care to avoid excessive coverage of the adjacent surface.
- D. After the primer has cured, in accordance with the manufacturer's recommendations, apply the joint sealer to within 1/4" of the top of the joint. The sealant shall then be tooled to provide a uniform concave finish.

3.3 GENERAL INSTALLATION NOTES

- A. All joints to be sealed shall be dry.
- B. Any leaking joints shall be pressure grouted as described elsewhere.
- C. Prior to sealing, all loose or spalled concrete adjacent to the joints shall be removed and replaced as described elsewhere.
- D. No joints are to be sealed which contain new concrete which has not cured for a minimum of 28 days.

END OF SECTION 03 31 00

SECTION 03 60 00 – GROUT**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. CONTRACTOR shall furnish all labor, tools, and equipment for the placement of grout in tie holes and other locations as shown on the Drawings and specified herein.
- B. This section includes basic mixing, application, and curing methods for grout.
 - 1. Portland cement grout
 - 2. Rapid curing epoxy grout
 - 3. Non-shrink cementitious grout

1.2 RELATED SECTIONS

- A. The following is a list of Specifications which may be related to this section:
 - 1. Section 03 30 00, Cast-In-Place Concrete
 - 2. Section 03 11 00, Concrete Forming

1.3 QUALITY STANDARDS

- A. The following is a list of standards which may be referenced in this section:

American Concrete Institute:

- 1. ACI SPEC-301 - Specifications for Structural Concrete
- 2. ACI CODE-318 - Building Code Requirements for Structural Concrete

American Society of Testing and Materials:

- 1. ASTM C33 - Standard Specification for Concrete Aggregates
- 2. ASTM C40 – Standard Test Method for Organic Impurities in Fine Aggregates for Concrete
- 3. ASTM C150 - Standard Specification for Portland Cement
- 4. ASTM C191 – Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle
- 5. ASTM C307 – Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing
- 6. ASTM C531 – Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- 7. ASTM C579 – Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing and Polymer Concretes
- 8. ASTM C827 - Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures

9. ASTM C1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

1.4 SUBMITTALS

- A. Section 01 33 00 – Submittals and Substitutions: Requirements for submittals.
- B. Product Data: Submit product data on grout and miscellaneous materials.
- C. Manufacturer's Installation Instructions: Submit manufacturer's instructions for mixing, handling, surface preparation and placing epoxy type and non-shrink type grouts.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver grout in manufacturer's unopened containers with proper labels intact.
- B. Store grout in a dry shelter, protect from moisture.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not perform grouting if temperatures exceed 100 degrees.
- B. Maintain minimum temperature of 40 degrees F before, during and after grouting, until grout has set.

PART 2 - PRODUCTS

2.1 PORTLAND CEMENT GROUT MATERIALS

- A. Portland Cement: ASTM C150, Type I and II.
- B. Water
 1. Potable; containing no impurities, suspended particles, algae or dissolved natural salts in quantities capable of causing:
 - a. Corrosion of steel
 - b. Volume change increasing shrinkage cracking
 - c. Efflorescence
 - d. Excess air entraining
- C. Fine Aggregate
 1. Washed natural sand
 2. Gradation in accordance with ASTM C33 and represented by smooth granulometric curve within required limits
 3. Free from injurious amounts of organic impurities as determined by ASTM C40.

D. Mix

1. Portland cement, sand and water. Do not use ferrous aggregate or staining ingredients in grout mixes.

2.2 RAPID CURING EPOXY GROUT**A. Manufacturers**

1. Sika Corporation
2. Laticrete L&M™
3. Master Builders Solutions
4. ENGINEER approved equal

- B. Rapid Curing Epoxy Grout: High strength, three component epoxy grout formulated with thermosetting resins and inert fillers. Rapid-curing, high adhesion, and resistant to ordinary chemicals, acids and alkalis.

Property	Test	Result
Compressive Strength	ASTM C579	12,000 psi (82.7 MPa) at 7 days
Tensile Strength	ASTM C307	2,000 psi (13.8 MPa) minimum
Coefficient of Expansion	ASTM C531	30x10 ⁻⁶ in per degree F (54x10 ⁻⁵ mm per degree C)
Shrinkage	ASTM C827	None

2.3 NON-SHRINK CEMENTITIOUS GROUT**A. Manufacturers**

1. Sika Corporation SikaGrout® 212
2. Laticrete L&M™ Duragrout™
3. Euclid Chemical Dry-Pack Grout
4. Master Builders Solutions MasterFlow 713
5. ENGINEER approved equal

- B. Non-shrink Cementitious Grout: Pre-mixed ready for use formulation requiring only addition of water; non-shrink, non-corrosive, non-metallic, non-gas forming, no chlorides.

- C. Properties: Certified to maintain initial placement volume or expand after set and meet the following minimum properties when tested in accordance with ASTM C1107, for Type D non-shrink grout:

Property	Test	Time	Result
Setting Time	ASTM C191	Initial	2 hours (Approx.)
		Final	3 hours (Approx.)
Expansion			0.10% - 0.4% Maximum
Compressive Strength	ASTM C1107	1 day	4,000 psi (27.6 MPa)
		7 days	7,000 psi (48.3 MPa)
		28 days	10,000 psi to 10,800 psi (69.0 MPa to 74.5 MPa)

2.4 FORMWORK

- A. Refer to Section 03 10 00 for formwork requirements.

2.5 CURING

- A. Prevent rapid loss of water from grout during first 48 hours by use of approved membrane curing compound or with use of wet burlap method.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify areas to receive grout.

3.2 PREPARATION

- A. Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces by brushing, hammering, chipping or other similar means until sound, clean concrete surface is achieved.
- B. Rough concrete lightly, but not enough to interfere with placement of grout.
- C. Remove foreign materials from metal surfaces in contact with grout.
- D. Align, level and maintain final positioning of components to be grouted.
- E. Saturate concrete surfaces with clean water; remove excess water, leave none standing.

3.3 INSTALLATION - FORMWORK

- A. Construct leak proof forms anchored and shored to withstand grout pressures.
- B. Install formwork with clearances to permit proper placement of grout.

3.4 MIXING

A. Portland Cement Grout:

1. Use proportions of 2 parts sand and 1 part cement, measured by volume.
2. Prepare grout with water to obtain consistency to permit placing and packing.
3. Mix water and grout in two steps; pre-mix using approximately 2/3 of water; after partial mixing, add remaining water to bring mix to desired placement consistency and continue mixing 2 to 3 minutes.
4. Mix only quantities of grout capable of being placed within 30 minutes after mixing.
5. Do not add additional water after grout has been mixed.
6. Capable of developing minimum compressive strength of 2400 psi in 48 hours and 7000 psi in 28 days.

- #### **B. Mix grout components in proximity to work area and transport mixture quickly and in manner not permitting segregation of materials.**

3.5 PLACING GROUT

- #### **A. Place grout material quickly and continuously.**
- #### **B. Do not use pneumatic-pressure or dry-packing methods.**
- #### **C. Apply grout from one side only to avoid entrapping air.**
- #### **D. Do not vibrate placed grout mixture, or permit placement when area is being vibrated by nearby equipment.**
- #### **E. Thoroughly compact final installation and eliminate air pockets.**
- #### **F. Do not remove leveling shims for at least 48 hours after grout has been placed.**

3.6 CURING

- #### **A. Immediately after placement, protect grout from premature drying, excessively hot or cold temperatures, and mechanical injury.**
- #### **B. After grout has attained its initial set, keep damp for minimum of 3 days.**

3.7 FIELD QUALITY CONTROL

- #### **A. Tests of grout components may be performed to ensure conformance with specified requirements.**

END OF SECTION 03 60 00

DIVISION 31 – EARTHWORK**SECTION 31 00 00 – GENERAL EARTHWORK****PART 1 - GENERAL****1.1 DESCRIPTION**

This section covers the requirements and procedures for excavation and backfill for structures.

1.2 STANDARD SPECIFICATIONS

A. The following is a list of standard specifications with the accompanying abbreviations used in this specification section:

1. American Association of State Highway and Transportation Officials Standard Specifications - AASHTO.

1.3 QUALITY ASSURANCE

- A. Compaction shall be in accordance with Section 31 23 33 - Trenching, Backfilling and Compaction.
- B. The OWNER shall be the sole and final judge of suitability of all materials.
- C. Materials in question, pending test results, shall not be used in the work. The CONTRACTOR shall remove all materials that fail to meet the requirements of the specifications, whether in stockpiles or in place.
- D. Fills, embankments, backfills or subgrades which do not meet the specification requirements shall be removed or recompacted until the requirements are satisfied.

1.4 PROTECTION

- A. Protection of Existing Improvements
 1. Protection shall be provided to prevent damage to existing improvements indicated to remain in place on the OWNER'S property and adjoining properties.
 2. Damaged improvements shall be restored to their original condition, as acceptable to parties having jurisdiction.
 3. Land areas outside the limits of permanent work performed under this contract shall be preserved in their present condition. The CONTRACTOR shall confine his construction activities to areas defined for work on the Drawings.
- B. Protection of Existing Utilities
 1. The CONTRACTOR shall verify all existing utility locations either shown or not shown on the drawings.

2. The CONTRACTOR shall immediately notify the OWNER and applicable utility company of any damages to existing utilities.
 3. Repairs to damaged utilities shall be made in accordance with the requirements of the OWNER and applicable utility company at no extra cost to the OWNER.
 4. The CONTRACTOR shall coordinate with the OWNER and the applicable utility company for shutoff of or connection to active utilities. Existing utility services shall not be interrupted except as authorized in writing by the OWNER.
- C. Protection of Work Site: Barricades or other type protectors shall be provided to prevent unauthorized personnel from entering work sites.

1.5 JOB CONDITIONS

A. Classification of Excavation

1. No classification shall be made to differentiate the various surface and subsurface conditions the CONTRACTOR may encounter during his performance under this contract.
2. It is the CONTRACTOR'S sole responsibility to verify the site surface and subsurface conditions.

B. Dewatering

1. Excavation and embankment shall be performed in such manner that the area of the site and the area immediately surrounding the site will be continually and effectively drained by gravity or temporary pumps.
2. Water shall not be permitted to accumulate in excavations or other areas of the site.
3. The excavation shall be drained by methods which prevent the softening of subgrades and embankments.

C. Blasting shall not be allowed.

1. Shoring, including sheet piling, shall be furnished and installed as necessary to protect workmen, banks, adjacent paving, structures, and utilities.
2. Shoring, bracing, and sheeting shall be removed as excavations are backfilled, in a manner to prevent caving.

PART 2 - PRODUCTS

2.1 SUITABLE MATERIALS

- A. Suitable materials for fill and, backfill include materials that are free of debris, roots, organic or frozen materials, stones having a maximum dimension of four (4) inches in the upper six (6) inches of fill or six (6) inches in the remainder of fill.

- B. Otherwise, suitable material which is unsuitable due to excess moisture content will not be classified as unsuitable material unless it cannot be dried by manipulation, aeration or blending with other materials to the satisfaction of the OWNER.
- C. Unsuitable materials shall include those materials that are determined by the OWNER to be inadequate for providing a stable slope, fill, subgrade, or foundation for structure.
- D. Expansive clay soils shall be classified as unsuitable unless treated or mixed in a manner approved by the OWNER.

2.2 CAPILLARY WATER BARRIER

A. Coarse Aggregate (Gravel) Capillary Water Barrier.

- 1. Coarse aggregate shall meet the requirements of AASHTO M80.
- 2. Coarse aggregate shall consist of gravel, crushed gravel, or crushed stone.
- 3. Gradation of coarse aggregate shall conform to the requirements of AASHTO M 43, Size Number 57:

Sieve	Mass-Percent Passing
1 ½ inches	(38 mm) 100
1 inch	95 – 100
½ inch (13 mm)	25 – 60
No. 4	0 – 10
No. 8	0 - 5

- 4. Maximum allowable percent of deleterious substances shall meet the requirements of AASHTO M 80, Class B.

B. Fine Aggregate (Sand) Capillary Water Barrier:

- 1. Fine aggregate shall meet the requirements of AASHTO M6.
- 2. In general, fine aggregate shall consist of natural sand having hard, strong, durable particles free from deleterious substances and meeting the following gradation requirements:

Sieve	Mass-Percent Passing
3/8 inch (9.5 mm)	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	10 - 30
No. 100	2 - 10

2.3 FINE AGGREGATE (SAND) BACKFILL

- A. Fine aggregate backfill shall meet the requirements of Paragraph 2.2.B.

2.4 SELECTION OF BORROW MATERIAL

- A. Borrow material, if required, shall be selected to meet requirements and conditions of the particular fill for which it is to be used.
- B. For borrow material obtained outside the limits of the project site, the CONTRACTOR shall obtain the right to procure material and shall pay all royalties and other charges involved.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavation, regardless of material encountered, shall conform to the dimensions and elevations indicated on the Drawings for each building and structure, and shall include trenching for utility and foundation drainage systems to a point five (5) feet beyond the building line of each building and structure.
- B. Excavation shall extend a sufficient distance from walls and footings to allow for placing and removal of forms, installation of services, and for inspection, except where the concrete for walls and footings is authorized by the OWNER to be deposited directly against excavated surfaces.
- C. Suitable excavated material shall be transported to and placed to fill areas within the limits of the work.
- D. Unsuitable materials encountered within the limits of the work shall be excavated below grade and replaced with suitable materials as directed by the OWNER, except that concrete footings shall be increased in thickness to the bottom of the over-depth excavations and over-break in rock excavation.
- E. No excavated material shall be wasted without the authorization of the OWNER.
 - 1. Surplus excavated material and unsuitable material shall be disposed of by the CONTRACTOR at his own expense and responsibility.
 - 2. Material authorized to be wasted shall be disposed of in such manner as not to obstruct the flow characteristics of any stream or to impair the efficiency or appearance of any structure.
- F. No excavated material shall be deposited in a manner that may endanger a partly finished structure by direct pressure or by overloading banks contiguous to the operations or that may otherwise be detrimental to the completed work.
- G. Blasting shall not be allowed.

3.2 PREPARATION OF GROUND SURFACE FOR FILL

- A. Areas upon which fills are to be placed shall be cleared and grubbed before the fill is started.

- B. Sloped ground surfaces steeper than one (1) vertical to four (4) horizontal on which fill is to be placed shall be plowed, stepped, or benched, or broken up as directed by the OWNER, in such a manner that the fill material will bond with the existing surface.
- C. When surfaces on which fills are to be placed do not meet the specified density requirements, the ground surface shall be broken up, pulverized, and compacted to the specified density.
- D. When surfaces on which fills are to be placed do not meet the specified moisture content requirements, the ground shall be wetted, aerated, or dried to the specified density.
- E. When the subgrade is part fill and part excavation, the excavated portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

3.3 FILL AND BACKFILL

- A. Fills and backfills shall conform to the dimensions and elevations indicated on the Drawings for each building and structure.
- B. Placing Fill and Backfill
 - 1. Suitable material shall be placed in successive horizontal uniformly spread layers of loose material not more than six (6) inches thick, except that in areas not accessible or permitted for the use of self-propelled rollers or vibrators, the loose layer shall be four (4) inches thick.
 - 2. Fills and backfills shall not be placed in wet or frozen areas.
- C. Backfill
 - 1. Backfill shall not begin until construction below finish grade has been completed, underground utility systems have been inspected and tested, form removed, and the excavation cleaned of trash and debris.
 - 2. Fine aggregate backfill shall be placed to the dimensions and elevations indicated on the Drawings.
 - 3. Heavy equipment for spreading and compacting backfill shall not be operated closer to foundation or retaining walls than a distance equal to the height of backfill above the top of footing; the area remaining shall be compacted by power-driven hand tampers suitable for the material being compacted.
 - 4. Backfill shall be placed carefully around pipes to avoid damage to coatings.
 - 5. Backfill shall not be placed against foundation walls prior to 7 days after placement of the walls.
 - 6. As far as practical, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall.

7. Where fill or backfill is to be placed and compacted against structure walls, the walls shall be supported laterally as necessary to prevent damaging or displacing the walls. Any wall so damaged as a result of the CONTRACTOR'S operation shall be completely and promptly replaced.

3.4 COMPACTION

- A. For fill and backfill compaction densities and moisture contents, see Section 31 23 33.
- B. Compaction shall be accomplished by those methods listed in Section 31 23 33. Material shall be aerated or moistened to maintain the required moisture content.
- C. Fine aggregate backfill shall be compacted with a minimum of two (2) passes of a power-driven hand tamper.

3.5 CAPILLARY WATER BARRIER

- A. Either coarse aggregate (gravel) or fine aggregate (sand) capillary water barriers shall be installed under slabs-on-grade as indicated on the Drawings.
- B. The capillary water barrier shall be placed directly on the subgrade after the subgrade has been compacted to the required density and placed to the elevation indicated on the Drawings.
- C. The barrier shall be constructed to the thickness shown in layers not exceeding six (6) inches in compacted thickness.
- D. Each layer shall be compacted to the required density, with a minimum of two passes of a plate-type vibratory compactor.

3.6 FINISH GRADING

- A. Excavated and filled sections, and adjacent transition areas, shall be uniformly smoothly graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes.
- B. The degree of finish shall be that ordinarily obtainable from blade-grader operations, except as otherwise specified.
- C. The surface of fills or excavated areas for slabs-on-grade shall not vary more than 0.05 foot from the established grade.
- D. Other finished surfaces shall not vary more than 0.15 foot from the established grade and cross section and shall be free of depressed areas where water would pond.

END OF SECTION 31 00 00

SECTION 31 22 00 – SITE GRADING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work covered under this item includes all supervision, labor, equipment, and materials required for rough and final site grading. Included in this item are any stripping, filling, excavating, backfilling and compaction required to complete the grading as shown on the plans or as specified herein.

1.2 DUST AND BLOWING MATERIAL CONTROL

- A. The CONTRACTOR shall use all means necessary to control dust on and near the site and on and near all off-site borrow areas if such dust is caused by the CONTRACTOR'S operations during performance of the work or if resulting from the condition in which the CONTRACTOR leaves the site.
- B. All surfaces shall be thoroughly moistened as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site.
- C. Any landfilled material which is uncovered during any construction operation will immediately be covered with a minimum of 12 inches of soil and compacted to 90% Standard Proctor Density. The CONTRACTOR will be responsible for ensuring that existing landfilled material is not allowed to be blown or carried off the site and will clean up any material uncovered by his operations which is blown from the site.
- D. Protection of Existing Utilities
 - 1. The CONTRACTOR shall verify all existing utility locations either shown or not shown on the Drawings.
 - 2. The CONTRACTOR shall immediately notify the OWNER and applicable utility company of any damages to existing utilities.
 - 3. Repairs to damaged utilities shall be made in accordance with the requirements of the OWNER and applicable utility company at no extra cost to the OWNER.
 - 4. The CONTRACTOR shall coordinate with the OWNER and the applicable utility company for shutoff of or connection to active utilities. Existing utility services shall not be interrupted except as authorized in writing by the OWNER.
- E. Protection of Work Site: Barricades or other type protectors shall be provided to prevent unauthorized personnel from entering work sites.

PART 2 - PRODUCTS

2.1 FILL MATERIAL, GENERAL

- A. All fill material shall be subject to the approval of the ENGINEER.

2.2 ON-SITE FILL MATERIAL

- A. All on-site fill material used shall be soil or soil-rock mixture which is free from organic matter and other deleterious substance. It shall contain no rocks or lumps over 6 inches in greatest dimension, and not more than 15 percent of the rocks or lumps shall be larger than 2-1/2 inches in greatest dimension.

2.3 IMPORTED FILL MATERIAL (BORROW)

- A. All imported fill material shall meet the requirements stated in Section 31 00 00 and, in addition, shall be predominantly granular with a maximum particle size of 2 inches and a plasticity index of 12 or less.
- B. Any fill material, including topsoil, must be approved by the ENGINEER prior to placement. The CONTRACTOR shall notify the ENGINEER at least four working days in advance of intention to import material, designating the location of proposed borrow material. The CONTRACTOR shall be responsible for obtaining any permits or permission required for ENGINEER to sample, as necessary, from the borrow area for the purpose of making acceptance tests to prove the quality of proposed borrow material.

2.4 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation, shall be as selected by the CONTRACTOR subject to the approval of the ENGINEER.

PART 3 – EXECUTION**3.1 FINISH ELEVATIONS AND LINES**

- A. Grade stakes will be set by the CONTRACTOR and approved by OWNER'S REPRESENTATIVE establishing rough and finish elevations and lines. The CONTRACTOR shall take care to preserve all survey control data and monuments set by the ENGINEER and, if displaced or lost, immediately replace to the approval of the ENGINEER and at no additional cost to the OWNER.

3.2 GRADING

- A. General Requirements
 - 1. The CONTRACTOR will perform all rough and finish grading required to obtain the elevations shown in the Drawings.
- B. Grading Tolerances
 - 1. All rough and finished grading shall be performed with approved equipment to a tolerance of plus or minus 0.1 ft.

C. Compaction

1. Existing cover material will be compacted prior to the placement of any additional fill material. Two passes, at right angles to each other, will be made on existing cover with a sheep's foot roller, to obtain this compaction.
2. New fill material and material disturbed by grading will be compacted to a minimum of 90% Standard Proctor Density using approved compaction equipment.

D. Treatment after Completion of Grading

1. After grading is completed and the ENGINEER has finished his inspection, no further excavating, filling, or grading except with the approval of an inspection of the ENGINEER will be allowed.
2. The CONTRACTOR shall use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

END OF SECTION 31 22 00

SECTION 31 23 33 - TRENCHING, BACKFILLING & COMPACTION**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. The work under this item shall include all earth, shale, gravel, loose rock, solid rock, debris, junk and/or other material excavated or otherwise removed in the preparation of the trench, all work in connection with the excavation, removal and subsequent handling and disposal of such material regardless of its type, character, composition or condition; subgrade preparation, all sheeting, piling, shoring, bracing; and dewatering of trenches; protection of adjacent property; backfilling; sand cushion; grade base stabilization; all specified backfill consolidation; and other work necessary or required. The CONTRACTOR shall fully inform himself of the conditions to be encountered and shall include all payment for same in his bid prices stated in the proposal. No payment will be made for extra work caused by unusual conditions not anticipated by the CONTRACTOR.

PART 2 - PRODUCTS**2.1 STANDARD BEDDING MATERIAL**

- A. Standard Bedding Material (SBM) shall meet the requirements of ASTM D-2321 for the class of materials described in this subsection.
1. Class I shall be an angular, 1/4 in. to 1-1/2 in. graded crushed stone.
 2. Class II shall include coarse sands and gravels with maximum particle size of 1-1/2 inch. These materials may have small percentages of fines but shall be generally granular and non-cohesive, either wet or dry. Class II materials shall include Unified Soil Classification System (USCS) Soil Types GW, GP, SW and SP.
 3. Class III shall include fine sands, sand-clay mixtures and gravel-clay mixtures. USCS Soil Types GM, GC, SM and SC are included in this class.

2.2 BACKFILL

- A. Initial Backfill material used shall be as described below and/or as shown on the standard details.
1. Paved area: SBM material in accordance with section 2.1 of this specification.
 2. Non-Paved area:
 - a. For flexible pipe, SBM material used shall be in accordance with section 2.1 of this specifications at depths greater than 10-feet. Select Fill shall be used from depth 0-10 feet.
 - b. For rigid pipe, Select Fill shall be used.
 - i. Select Fill consists of excavated materials free of rocks larger than 2-1/2 inches, organic material, rubbish, debris, and all other objectionable material.

- B. Final Backfill material used shall be as described below and/or as shown on the standard details.
 - 1. Paved area: SBM material in accordance with section 2.1 of this specification.
 - 2. Non-Paved area: Excavated material shall be used.

PART 3 - EXECUTION

3.1 TRENCH EXCAVATION

- A. The trench shall be excavated so that the pipe can be laid to the alignment and grades shown on the drawings, or as directed by the OWNER'S REPRESENTATIVE. It shall be excavated a maximum of 150 feet in advance of pipe laying, or less, as permitted by the OWNER'S REPRESENTATIVE. Opening of trenches in excess of the maximum requires specific approval of the ENGINEER.
- B. Trenches shall be dry when the trench bottom is prepared. The trench bottom shall be shaped so that even bearing is obtained for the barrel of the pipe, with the bells unsupported. Any required dewatering shall be incidental to the trenching.
- C. From 12-inches above the pipe and below, the standard trench width as shown on the standard drawings shall not be exceeded. If, for any reason this portion of the trench exceeds the permitted width and if the OWNER'S REPRESENTATIVE shall determine that cradling or encasement then is required, said concrete cradle or encasement shall be installed.
- D. Any part of the bottom of the trench excavated more than 4 inches below the specified grade shall be considered incidental and shall be corrected with approved material as directed by the OWNER'S REPRESENTATIVE. In the event suitable material is not available, standard bedding material shall be used. When rock is encountered and concrete cradle is required, it shall be excavated 4 inches below the bottom of the pipe and the trench refilled to grade with standard bedding material.
- E. When quicksand or other unstable earth is encountered, the CONTRACTOR shall excavate to sufficient depth to permit backfilling with crushed stone to provide a stable base for the pipe and shall be considered incidental.

3.2 STANDARD BEDDING MATERIAL

- A. Standard Bedding Material (SBM) shall be used for embedding all pipe as shown on the Standard Details. SBM shall be carefully placed, compacted and tested along the entire length of the pipe to be installed to the limits of trench excavation until the thickness specified in the Standard Details is obtained. This layer of bedding material shall be smoothed by flat bottomed shovel or other appropriate means prior to the placement of pipe.
 - 1. Gravity Pipelines: SBM shall be placed simultaneously on each side of pipe and shall be carefully compacted in accordance with the SPECIFICATIONS for the type of pipe to be installed.

- a. Class I SBM requires little or no compaction due to the nature of the angular particles.
 - b. Class II SBM shall be compacted to a minimum 85% Standard Proctor Density using hand or mechanical tamping methods. Slightly damp material will generally result in maximum compaction with minimum effort. Avoid saturation of Class II SBM.
 - c. Class III SBM shall be compacted to a minimum 90% Standard Proctor Density using hand or mechanical methods. Take care to avoid excessive moisture in using Class III SBM.
2. Pressure Pipelines (except Rural Water): SBM shall be placed simultaneously on each side of pipe and compacted by hand sufficiently to maintain proper grade and alignment.

3.3 BACKFILL

- A. When the type of backfill material to be placed above the standard bedding material is not indicated on the drawings or specified, the backfill may be made with the excavated material, provided that such material, in the opinion of the OWNER'S REPRESENTATIVE, is suitable for backfilling. In the event the excavated material is not suitable, standard bedding material or other approved material shall be used.
- B. The trench shall be backfilled 12" above the pipe by hand or by other methods approved by the OWNER'S REPRESENTATIVE. Special care shall be used in placing this portion of the backfill to avoid damaging or moving the pipe. The remainder of the trench may be backfilled by mechanical methods. Backfilling operation shall be completed within 100 feet or less of the finished line at all times as directed by the OWNER'S REPRESENTATIVE.
- C. ALL clearing requiring proposed underground sewer line trench backfill materials and its placement must meet referenced ASTM D 2321, in accordance with OAC 252:656-5-3(b).

3.4 COMPACTION

- A. All trenching and backfill shall be tested every on every 8-inch lift, every 400 lineal feet for sanitary sewer, every 800 lineal feet for waterlines and all other applications. The trenching and backfill shall meet the specification listed in section 3.2 of this specification or otherwise the required standards below:
 - 1. Paved area: 95% Standard Proctor Density (SPD)
 - 2. Non-Paved area: 90% SPD if cover is less than 10-feet and 95% SPD if cover is greater than 10-feet
- B. If the backfilling has been completed and the backfill material does not meet the requirements for compaction, all the material shall be removed and hauled from the job site and the trenches refilled with material as specified above. Boring will be required at all paved street crossings unless otherwise specified or approved by the ENGINEER.

END OF SECTION 31 23 33

SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary and permanent erosion control systems.
2. Slope protection systems.

1.2 REFERENCES

A. United States Environmental Protection Agency (EPA):

1. NPDES - National Pollutant Discharge Elimination System.

B. Oklahoma Department of Environmental Quality (ODEQ):

1. DEQ General Storm Water Permit (OKR10 and OKR05)

C. Oklahoma Department of Transportation (ODOT):

1. ODOT - State of Oklahoma Department of Transportation Standard Specifications for Highway Construction, Section 735 - Material for Roadside Development and Erosion Control.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with the following ODOT standards:

1. Section 220 – Management of Erosion Sedimentation, and Storm Water Pollution Prevention and Control
2. Section 221 - Temporary Sediment
3. Section 230 - Sodding and Sprigging.

B. Regulatory Requirements: Conform to requirements of local Authority Having Jurisdiction for prevention of erosion and sediment control.

1. Conform to NPDES and ODEQ requirements, where required.

1.4 PROJECT CONDITIONS

A. Environmental Requirements: Protect adjacent properties and water resources from erosion and sediment damage throughout work. Take all necessary measures to prevent sedimentation from construction operations to enter adjacent property. Offsite discharge of sedimentation is not permitted.

B. Storm Water Pollution Prevention Plan: Maintain plan at project site at all times available for inspection during contract duration.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Quick Growing Grasses: Wheat, rye, or oats.
- B. Straw Bales: Free of weed seed.
- C. Fencing for Siltation Control: UV resistant geotextile fabric.
- D. Slab Sod: Rectangular slabs of Bermuda grass.
- E. Temporary Mulches: Loose straw, netting, wood cellulose, or agricultural silage free of seed.
- F. Bale Stakes:
 - 1. Minimum 3 feet length.
 - 2. 2 No. 4 steel reinforcing bars or,
 - 3. 2 steel pickets or,
 - 4. 2 - 2x2 inch hardwood stakes driven 18 inches to 24 inches into ground.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive work.
- B. Report in writing to ENGINEER prevailing conditions that will adversely affect satisfactory execution of the work of this section. Do not proceed with work until unsatisfactory conditions have been corrected.
- C. By beginning work, CONTRACTOR accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the OWNER.

3.2 EROSION CONTROL AND SLOPE PROTECTION

- A. Provide erosion control and slope protection measures to prevent sediment from site entering adjacent property or public right-of-way to include but not be limited to:
 - 1. Temporary silt fences.
 - 2. Straw bales placed around culvert openings or inlets.
 - 3. Diked area with earth berm and silt trap for draining dredged material.
- B. Install erosion control and slope protection in accordance with ODOT standards.
- C. Place all erosion and siltation control measures before start of earthwork and grading construction operations.

- D. Mulch and seed all storm and sanitary sewer trenches not in streets no later than 10 days after backfill. Do not permit more than 500 feet of trench to be open at any one time.
- E. Place all excavated material on uphill side of trenches where possible. Do not place materials in stream beds. Seed any stockpiled material which remains in place longer than 30 days with temporary vegetation and mulch.
- F. Mulch and seed all temporary earth berms, diversions, erosion barriers and temporary stockpiles with temporary vegetative cover with 10 days after grading.
- G. Do not stockpile or otherwise place dredged, excavated or other material, at any time, in or near stream bed which may increase turbidity of water. If turbidity producing materials are present, hold surface drainage from cuts and fills within construction area and from borrow and waste disposal areas in suitable sedimentation ponds or grade surface drainage to control erosion within acceptable limits. Provide and maintain temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required, until permanent damage and erosion control facilities are completed and operative. Hold to minimum area of bare soil exposed at any one time by construction operations.
- H. Drain dredged material minimum 7 days. Store material for drainage to a maximum height of 4 feet.
- I. OWNER'S REPRESENTATIVE may direct CONTRACTOR to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and may direct CONTRACTOR to provide immediate permanent or temporary erosion control measures.
- J. Maintain temporary erosion control systems as directed by OWNER'S Representative to control siltation during construction. Provide maintenance or additional work directed by OWNER'S REPRESENTATIVE immediately upon notification by OWNER'S REPRESENTATIVE.

END OF SECTION 31 25 00

SECTION 32 11 23 - AGGREGATE BASE COURSES**PART 1 - GENERAL****1.1 SCOPE**

- A. This item shall consist of a base course of blended coarse aggregate, sand, stone dust, or other inert finely divided mineral matter and soil binder, containing not less than 40% uniformly graded crushed material retained on the No. 4 sieve, and constructed on the prepared subgrade in accordance with these specifications, and in conformity with the lines, grades, compacted thickness, and typical cross section shown on the drawings.

PART 2 - MATERIAL**2.1 GENERAL**

- A. Stabilized aggregate base course material shall consist of an intimate mixture of graded aggregate, coarse and fine, together with soil binder, and shall be practically free from vegetable or other deleterious substances. Coarse aggregate (material retained on a No. 10 sieve) shall be composed of gravel, stone or disintegrated granite and crushed material. Fine aggregate (the fraction passing No. 10 sieve) shall be sand, stone dust or other inert finely divided mineral matter and soil binder.

2.2 PHYSICAL PROPERTIES

- A. The coarse aggregate retained on the 3/8 in. sieve of the finished mixture, shall not have a percent of wear of more than 50 when tested in accordance with the Los Angeles Abrasion Test A.A.S.H.T.O. Method T-96.

2.3 GRADATION

- A. This specification permits the selection and use of one of three gradations or types of base course. The type required on the project may be specified in the bid item of the proposal. When the type is not so specified, the CONTRACTOR may select the gradation or type in advance of construction. The material produced or processes for the construction of the project shall conform in gradation and all other requirements herein for the type specified or selected and after work starts the same type of material as specified or selected shall be used throughout the project unless otherwise permitted in writing by the ENGINEER. In lieu of the above single type requirements, the CONTRACTOR will be permitted to use a type of finer gradation in the top of base course than in the bottom, provided the type used in the top has a compacted thickness or sufficient depth to obtain a satisfactory surface.
- B. Materials for base course which contain oversize particles of rock, gravel, lumps of clay or conglomerate material shall not be loaded into vehicles for delivery to the road. Such oversize particles of aggregate must be screened, crushed, or otherwise processed to meet the specification before delivery to the road.

- C. The graded aggregate with soil binder, when uniformly blended and sampled from windrows, shall conform to the gradation limits by weight, and other characteristics, for the type being constructed as follows:

Sieve Size	TYPE A	TYPE B
3 inches	100	
1 ½ inches	100	40 – 100
¾ inch	40 – 100	30 – 75
3/8 inch	30 – 75	25 – 60
No. 4	25 -60	20 – 50
No. 10	20 – 43	15 – 35
No. 40	8 -26	7 – 22
No. 200	4 – 12	3 -10

1. The material passing the No. 200 sieve shall not be greater than 2/3 of the material passing the No. 40 sieve.
2. For all types, the material passing the No. 40 sieve shall conform to the following:
 - a. The Plasticity Index shall not exceed 6.
 - b. The Liquid Limit shall not exceed 25.

2.4 SAMPLING AND TESTING

- A. Samples shall be secured from the uniformly blended and flattened windrow and in accordance with A.A.S.H.T.O. Method of sampling T-2.
- B. Tests shall be conducted in accordance with the following A.A.S.H.T.O. Methods:
1. Los Angeles Abrasion T-96
 2. Determining Liquid Limit T-89
 3. Sieve Analyses T-27
 4. Determining Plasticity Index T-91
 5. Sampling T-2
 6. Standard Density T-180, Method D

PART 3 - CONSTRUCTION METHODS

3.1 PREPARATION OF SUBGRADE

- A. Prior to placing the new base course material of subbase and base course material on the roadbed, the existing subgrade shall be brought to the required line, grade and typical cross section shown on the Drawings. Any soft or unsuitable material in the subgrade shall be removed and replaced with satisfactory material. The top 8 inches of the subgrade is then to be compacted to 95% of Standard Proctor Density.
- B. Immediately in advance of placing base course materials or subbase and base course material, the subgrade shall be tested for required density, conformity with the

established line, grade and typical cross section shown on the drawings and shall be satisfactory before base course material or subbase and base course material is placed and spread.

3.2 MIXING AND PLACING

- A. When the several materials required to produce the specified mixture are to be combined and blended on the roadbed, the weighed material shall be delivered and placed in measured windrows, each in the proper proportions before blending. Soil binder to be added to the mixture shall be pulverized to 100% passing the 1-inch sieve and not less than 80% passing the No. 4 sieve. The total quantities for blending at one operation shall not be in excess of the amount that can be readily handled and thoroughly and uniformly mixed and blended to these requirements by the equipment available on the project.
- B. During the latter stages of the mixing and before final mixing is completed the mixture shall be moistened as deemed necessary by the ENGINEER to provide a suitable working condition during the final stages of mixing. Such application of water shall be accurate and uniform throughout the length of section being treated so that no excess wet or dry spots will be evidenced in the finished blend. Application of excess water should be avoided, either during mixing or during compaction, in order that undue softening of the subgrade will not develop.

3.3 SPREADING

- A. After the blended and flattened windrow has been tested and approved by the ENGINEER, the base course material shall be spread uniformly over the full length and width of the section to be compacted. This spreading shall be done in such a manner as to prevent segregation of the mixture. The thickness or depth of the layers shall not be in excess of that which the equipment on the project is capable of compacting to the density required herein for the completed base course.

3.4 COMPACTION - DENSITY

- A. The course or courses being compacted shall be wetted as necessary to maintain throughout the course, a suitable uniform moisture content (Optimum) in order to facilitate compaction and provide uniform density. Rolling shall be continued to the extent required to produce a completed base course having a minimum density of 95% of Standard Proctor Density, in any portion or areas, and including the edges.

END OF SECTION 32 11 23

SECTION 32 12 13.13 – TACK COAT**PART 1 – GENERAL****1.1 DESCRIPTION**

- A. This work consists of preparing and treating an existing bituminous or concrete surface with bituminous material.
 - 1. Original Emulsion. A mixture of asphalt, water, and a small amount of emulsifying agent to maintain a uniform blend.
 - 2. Diluted Emulsion. An original emulsion diluted with additional water to reduce the viscosity and to allow easier spraying, typically used for fog seals.
 - 3. Residual Asphalt Content. The amount of asphalt remaining on the pavement surface after all of the water, both in the original emulsion and any additional water, has evaporated.

1.2 MATERIALS

- A. Provide materials in accordance with Section 32 12 16.39 Part 2, “Asphalt Materials.”

1.3 EQUIPMENT

- A. Distributors and Supply Tanks
 - 1. Provide distributors and supply tanks capable of uniformly applying bituminous material in accordance with the following:
 - a. At the temperatures specified in the relevant specification sections;
 - b. On variable widths of surface not to exceed 26 ft [7.8 m];
 - c. At rates from 0.010 gal/yd² to 1.000 gal/yd² [0.045 L/m² to 4.525 L/m²]; and
 - d. With constant pressure and uniform temperature.
 - 2. Ensure the distributor can apply material to vertical faces of asphalt pavement at the joints between paving operations.
 - 3. Prevent variation that exceeds the specified application rate by more than 0.01 gal/yd²[0.045 L/m²].
 - 4. Provide a distributor equipped with the following:
 - a. A tachometer,
 - b. Pressure gauges,
 - c. Volume-metering devices or a calibrated tank,
 - d. A thermometer for measuring temperatures of tank contents,
 - e. A power unit for the pump,
 - f. Full circulation spray bars adjustable vertically and laterally,

- g. A positive shut-off valve, and
 - h. Fittings that prevent bituminous material from dripping.
5. Frequently check and adjust the angle of the spray nozzles and the height of the spray bar to ensure uniform distribution of the bituminous material. The ENGINEER will not allow drilling, clogging, or streaking the bituminous material. If any of these conditions occur, stop the operation and correct the problems creating these conditions before resuming distribution.
 6. Check the rate and uniformity of distribution if directed by the ENGINEER. Provide supply tanks in accordance with AASHTO M 156, Section 3.

B. Compactors

1. Provide rollers of the following types:
 - a. Vibratory steel-wheel,
 - b. Non-vibratory steel-wheel,
 - c. Pneumatic tire, or
 - d. A combination of the three types.
2. Provide rollers in good condition, capable of reversing without backlash, and operating at speeds that do not displace the bituminous mixture.
3. Equip vibratory rollers with working amplitude controls or frequency controls designed specifically for the compaction of the specified bituminous material.
4. Use rollers of a type, number, and weight to complete the compaction of the bituminous material before its temperature drops below the specified minimum.
5. Do not use equipment that crushes the aggregate in the bituminous material.

1.4 CONSTRUCTION METHODS

A. Preparation

1. Clean the existing roadbed surface before placing tack coat. Paint a thin, uniform tack coat on all surfaces of curbs and gutters, manholes, and other structures that will come in contact with hot mix asphalt. Ensure the tack coat applications minimize damage and inconvenience to traffic and allow one-way traffic without pickup or tracking the bituminous material.
2. Do not apply tack coat during wet or cold weather or in windy conditions that would cause the tack coat emulsion to drift. Do not apply tack coat to wet surfaces with free standing water. The ENGINEER will allow tack coat application to damp surfaces.
3. The ENGINEER must approve of the following before application:
 - a. Quantity,
 - b. Rate of application,
 - c. Temperature, and

d. Areas to be treated.

B. Fog Seal

1. Apply the fog seal at a rate of 0.100 gal/yd² [0.455 L/m²] of diluted emulsion diluted at 5:1 water to original emulsion. Alter the application rate or dilution ratio as directed by the ENGINEER (based on weather, type of emulsion, and surface type or layer).

C. Tack Coat

1. Apply the tack coat or NT tack material as shown in Table 1 on the following page, unless otherwise required by the Contract. Alter the application rate as directed by the ENGINEER (based on weather and surface type or layer). Use the highest rate in the table for the surface type or layer (top or bottom).

Table 1 Tack Application Rates		
Surface Type/Layer	Original Emulsion gal/yd² [L/m²]	Residual gal/yd² [L/m²]
New Asphalt (bottom)	0.060 [0.270]	0.035 [0.160]
Old Asphalt (bottom)	0.085 [0.385]	0.050 [0.225]
Milled (bottom)	0.085 [0.385]	0.050 [0.225]
New Fabric (bottom)	----	0.200 [0.905]
PFC, OGFSC (top)	0.100 [0.455]	0.060 [0.270]
UTBWC (top)	0.200 [0.905]	0.120 [0.545]
PCC (bottom)	0.075 [0.340]	0.45 [0.205]

2. Ensure that the tack breaks before the application of the next surfacing layer.
3. Re-apply tack at a rate that ensures proper bonding if the tack loses its adhesive properties or is damaged by traffic before being covered by the next surfacing layer, as directed by the ENGINEER, at no additional cost to the OWNER.

1.5 METHOD OF MEASUREMENT

- A. The ENGINEER will measure the volume of Emulsion for Fog Seal, Tack Coat, and NT Tack Material as delivered, before dilution.
- B. The ENGINEER will measure bituminous material by the gallon [liter] or ton [metric ton].

1.6 BASIS OF PAYMENT

- A. The OWNER will pay for each pay item at the contract unit price per the specified pay unit as follows:

INDEPENDENCE AVENUE WATERLINE

Pay Item:	Pay Unit:
(A) FOG SEAL	Gallon [Liter]
(B) TACK COAT	Gallon [Liter]
(C) NT TACK MATERIAL	Gallon [Liter]

- B. The OWNER considers the cost of water for dilution to be included in the contract unit price for *Fog Seal* and *Tack Coat*.

END OF SECTION 32 12 13.13

SECTION 32 12 16.39 – PLANT MIX BITUMINOUS BASES AND SURFACES**PART 1 – MATERIALS****1.1 MATERIAL APPROVAL**

- A. ENGINEER must approve aggregate sources and blend percentages on a project basis before use.
- B. Stockpile the aggregate in accordance with Section 1.2. The ENGINEER may accept aggregates in stockpiles and plant mixed materials after blending and mixing at the plant. Obtain asphalt from an approved source in accordance with Subsection 4.1B.

1.2 STORAGE AND HANDLING OF MATERIAL**A. General**

- 1. Store and handle materials to preserve their quality and fitness for the work. Transport bulk materials in vehicles constructed to prevent loss or segregation after loading and measuring. Store materials to facilitate prompt inspection. Materials will be subject to inspection and retesting before incorporation in the work in accordance with Subsection 1.3, "Samples, Tests, and Cited Specifications."
- 2. At the CONTRACTOR'S request, the ENGINEER may allow the use of approved portions of the right- of-way for storing materials and the CONTRACTOR'S plant and equipment. As part of the request for use of the site, provide the ENGINEER with written documentation of the location of the proposed site, access and egress points, a proposed erosion control plan, a proposed traffic control plan, and any other information required by the ENGINEER relevant to use of the site for materials and equipment storage and plant set up. Provide additional storage space as necessary at no additional cost to the OWNER.
- 3. For controlled access facilities, the CONTRACTOR must obtain approval from the ENGINEER, subject to the approval of FHWA, prior to altering, severing or removing any right-of-way fences. Do not use private property for storage without prior written permission of the OWNER or lessee. If requested, provide copies of such written permission to the ENGINEER.
- 4. When allowed use of approved portions of the right-of-way for establishing asphalt or concrete plants, such plants must be established for the sole purpose of providing material for the respective project. Material production for other projects will not be allowed.
- 5. Restore storage and plant sites on the right-of-way to their original condition at no additional cost to the OWNER.

1.3 SAMPLES, TESTS, AND CITED SPECIFICATIONS

- A. The ENGINEER will inspect, test, and approve material before its incorporation in the work. Unless otherwise specified, tests will be performed using the most recent cited standard methods or specifications, AASHTO, ASTM, or other referenced authority.

For differing test procedures, the ENGINEER will use the following order of precedence:

1. AASHTO, and
 2. ASTM.
- B. For acceptance testing, samples will be taken and tested by certified technicians.
- C. The ENGINEER may inspect, test, or reject material before or during its incorporation into the work. The ENGINEER will address unacceptable material in accordance with Section 01 45 00, "Quality Control." The ENGINEER may retest material and reject material that does not meet the requirements of the contract documents, even if the material was previously tested and conditionally approved at the source of supply. The ENGINEER will provide copies of test results to the CONTRACTOR upon request.

1.4 MINERAL AGGREGATE

- A. Provide mineral aggregate composed of coarse aggregate, fine aggregate, and mineral filler in accordance with these specifications. If crushing natural gravel for mixes, the ENGINEER may require a washing operation to separate fines from the gravel. Different materials are not allowed to be blended in the same storage or feeder. Provide aggregates in accordance with Table 1 below.

Table 1 Physical Properties of Aggregates								
Test	Aggregates to be used in:							
	Superpave, Rich Intermediate Layer ⁱ			Stone Matrix Asphalt	Permeable Friction Course	Rich Bottom Layer	Open Graded Friction Surface Course	Open Graded Bituminous Base
	PG 64	PG 70	PG 76	PG76	PG76	PG64	PG76	PG64
L.A. Abrasion ^a , % wear	≤ 40	≤ 40	≤ 40	≤ 30	≤ 30	≤ 40	≤ 30	≤ 40
Micro-Deval ^a , % wear	—	—	≤2 5	≤25	≤25	—	≤ 25	—
Sand equivalent ^b	≥ 40	≥ 45	≥ 50	—	—	≥ 40	—	—
Mechani cally Fracture d Faces ^{b, c, h} , %	≥ 85/ 80	≥ 95/ 90	≥ 98/ 95	≥ 98/95	≥ 98/95	≥ 85/80	≥ 98/95	≥ 85/80
Aggregate Durability Index ^a	≥ 40	≥ 40	≥ 40	≥ 40	≥ 40	≥ 40	≥ 40	≥ 40
Insoluble Residue ^d , ^e , %	≥ 30	≥ 40	≥ 40	≥ 40	≥ 40	—	≥ 40	—
Flat and Elongated ^{b, c, f} , %	≤ 10	≤ 10	≤ 10	≤ 10	≤ 10	≤ 10	≤ 10	≤ 10
Natural Sand and Gravel ^b , %	≤ 15	≤ 15	≤ 15	0	0	≤ 15	0	0
Clay Balls and Friable Particles ^g , %	≤ 1.0	≤ 1.0	≤ 1.0	0	0	≤ 1.0	0	0

Table 1 Continued Physical Properties of Aggregates								
Test	Aggregates to be used in:							
	Superpave, Rich Intermediate Layer ⁱ			Stone Matrix Asphalt	Permeable Friction Course	Rich Bottom Layer	Open Graded Friction Surface Course	Open Graded Bituminous Base
	PG 64	PG 70	PG 76	PG76	PG76	PG64	PG76	PG64
Soft Particles ^a , %	≤ 5	≤ 5	≤ 5	≤ 5	≤ 5	≤ 5	≤ 5	≤ 5
Sticks or Roots ^a , %	≤ 0.5	≤ 0.5	≤ 0.5	0	0	≤ 0.5	0	0
Note: For this table: PG64, PG70, and PG76 refer to the high temperature grade of the binder. Unless otherwise noted, specifications for PG binder grades higher than PG76 will use PG76 specifications. ^a Applies to each source. ^b Applies to the combined aggregate. Assume 10% natural sand in coarse RAP and 20% in fine RAP for mix design purposes. ^c Applies to the aggregate retained on the No. 4 [4.75 mm] sieve. ^d Applies to the combined coarse aggregate. ^e Applies to the coarse aggregate in the surface course. Does not apply to shoulders, driveways, and temporary detours. ^f A flat and elongated piece has a length greater than five times the thickness. ^g Applies to combined aggregate. If the maximum for the combined aggregate is not exceeded, the ENGINEER will allow 1.5% for one source. ^h In the mechanically fractured faces requirement format "xx/yy," "xx" is the minimum percentage of coarse aggregate requiring one fractured face, and "yy" is the percentage requiring two fractured faces. ⁱ Only applies to PG 76E-28.								

- B. Ensure a crusher run or similarly graded aggregate is not the only source of crushed coarse aggregate in asphalt concrete.

1.5 COARSE AGGREGATE

- A. Coarse aggregate is defined as that part of the aggregate retained on the No. 8 [2.36 mm] sieve. Provide coarse aggregate consisting of clean, tough and durable particles that are free of soft and disintegrated pieces, shale, clay, organic, or other deleterious material.
- B. Natural gravel is not allowed as a source of insoluble material unless it is crushed so that at least 75 percent of the material retained on the No. 4 (4.75 mm) sieve has at least two mechanically fractured faces.

1.6 FINE AGGREGATE

- A. Fine aggregate is defined as that part of the aggregate that passes the No. 8 (2.36 mm) sieve and consists of hard, durable natural sand grains, crushed stone, stone dust, crushed gravel, mine chat, jig sand or any combination of these. Produce crushed materials from a source that meets the requirements for coarse aggregate in Table 1.

1.7 MINERAL FILLER

- A. If required by the contract documents, provide mineral filler in accordance with AASHTO M 17.

PART 2 – ASPHALT MATERIALS

2.1 ASPHALT REQUIREMENTS

- A. Provide asphalt cement in accordance with AASHTO M 320 and Table 2.

Table 2 Additional Requirements to AASHTO M 320 for Asphalt Cement			
Test	PG 64-22 OK	PG 70-28 OK	PG 76-28 OK
Elastic recovery at 77°F (25°C), %	-----	≥65	≥75
Separation ^a , %	-----	≤10	≤10
Original DSR $G^*/\sin(\delta)$, kPa	≤2.50	≤2.50	≤2.50
RTFO DSR $G^*/\sin(\delta)$, kPa	≤5.50	≤5.50	≤5.50
PAV DSR change in testing temperature, °F (°C)	-----	77 [25]	77 [25]
Spot test ^b	Negative	-----	-----
Flash point, °F (°C)	≥500 [260]	≥500 [260]	≥500 [260]
Solubility in trichloroethylene, %	≥99	≥99	≥99
Note: Asphalt binder suppliers will provide handling requirements and recommended field mixing and compaction temperatures for their product to the hot-mix producer. ^a Separation test samples are prepared in accordance with ASTM D 5976 but are reported as the difference in G^* between the top and bottom samples. ^b Spot test using solvent blend of 65 percent heptane and 35 percent xylene by volume.			

- B. Provide medium-curing cutback asphalt in accordance with AASHTO M 82 for the asphalt type and grade required by the contract documents. The spot test is required

using a solvent blend of 65 percent heptane and 35 percent xylene by volume. Residue may also be obtained by evaporation.

C. Provide emulsified asphalt in accordance with AASHTO M 140 for the asphalt type and grade required by the contract documents with the following exception:

1. The minimum Saybolt Furol Viscosity for RS-2 at 122°F (50°C) is 150.
2. Residue may also be obtained by evaporation.

D. Provide cationic emulsified asphalt in accordance with AASHTO M 208 for the asphalt type and grade required by the contract documents with the following exception:

1. The minimum Saybolt Furol Viscosity for CRS-2 at 122°F (50°C) is 150.
2. Perform the demulsibility test within 30 days of shipment. If the particle charge test is inconclusive, the ENGINEER will approve material with a maximum pH of 6.7. Residue may also be obtained by evaporation.
3. Provide polymer modified cationic emulsified asphalt in accordance with Table 3 for the asphalt type and grade required by the contract documents.

Table 3 Requirements for Polymer Modified Cationic Emulsified Asphalt			
Test	Rapid-Setting	Rapid-Setting	Slow-Setting
	PMCRS-1s	PMCRS-2s ^a	PMCSS-1h
Viscosity, Saybolt Furol, 122°F [50°C], s	25 – 125	125 – 400	—
Storage stability test 24 hr, %	≤1	—	≤1
Settlement test ^b , 5 day, %	—	≤5%	—
Particle charge test	—	positive	positive
Sieve test, %	≤0.05	≤0.10	≤0.10
Demulsibility, %	≥60	≥60	—
Distillation ^e			
Oil distillate, by volume of emulsion, %	≤2	≤2	≤0.5
Residue, %	≥63	≥65	≥62
Tests on residue from distillation test ^{c,d, e}			
Penetration, 77°F, [25°C], 100 g, 5 s	90 – 150	100 – 200	40 – 90
Ductility, 77°F, [25°C], 5cm/min, cm	—	—	≥70
Ductility, 40°F, [4°C], 5 cm/min, cm	—	≥30	—
Softening point, ring, and ball, °F[°C]	—	≥112 [44]	≥135 [57]
Elastic recovery, 50°F [10°C], %	≥60	≥58	—

Table 3, Continued Requirements for Polymer Modified Cationic Emulsified Asphalt			
Test	Rapid-Setting	Rapid-Setting	Slow-Setting
	PMCRS-1s	PMCRS-2s ^a	PMCSS-1h
Tensile stress at 800% elongation, 40°F [4°C], 50 cm/min, kPa	—	≥196	—
Solubility in trichloroethylene ^f , %	≥97.5	—	≥97
Ash content, %	—	≤1.0	—
^a Provide a Type B certification for each polymer modified asphalt lot. Type B defined as manufacturer prepared certification showing the limits of test values as determined by manufacturer's laboratory, a qualified commercial laboratory, or another approved laboratory. ^b After the test cylinder stands undisturbed for 5 days, ensure that there is no milky colored substance and there is a homogenous brown color throughout the cylinder. ^c Modify the distillation procedure as follows: Maintain a temperature from 345°F [174°C] to 355°F [180°C] on the lower thermometer for the last 20 min of the test. Maintain a test duration from 50 min to 70 min from the first application of heat. ^d Ensure the distillation residue of the modified emulsion contains at least 3 percent polymer solids by asphalt mass as determined by an analytical method approved by the ENGINEER. ^e Residue may also be obtained by evaporation. ^f An organic solvent may be used.			

Table 4 Requirements for NT Tack Material			
Test	Emulsion		
	CBC-1H	NTSS-1HM	NTQS-1HH
Saybolt Furol Viscosity, SFS @ 77°F [25°C]	10 – 100	15 – 100	15 – 100
Storage stability test, 24 hours, %	≤ 1	≤ 1	≤ 1
Particle Charge	Positive	–	–
Sieve test, %	≤ 0.1	≤ 0.3	≤ 0.3
Tests on residue from distillation ^a			
Residue, %	≥ 50	≥ 50	≥ 50
Penetration, 77°F [25°C], 100 g, 5 s	40 - 90	≤ 20	≤ 15
Softening point, ring, and ball, °F [°C]	–	≥ 149 [65]	≥ 149 [65]
Flash point, °F [°C]	–	–	–
Original DSR G*/sin(δ) @ 180°F [82°C], kPa	–	≥ 1.00	≥ 1.00
Solubility in trichloroethylene, %	≥ 97.5	≥ 97.5	≥ 97.5
^a Modify the distillation procedure as follows: Maintain a temperature from 345°F [174°C] to 355°F [180°C] on the lower thermometer for the last 20 minutes of the test. Residue may also be obtained by evaporation.			

Table 5 Requirements for 1 NT Tack Material	
Test	Asphalt Cement
	NTHAP
Rotational viscosity ^a @ 300°F [149°C], PaAs	≤ 3
Penetration, 77°F [25°C], 100 g, 5 s	≤ 25
Softening point, ring, and ball, °F [°C]	≥ 158 [70]
Flash point, °F [°C]	≥ 500 [260]
Original DSR G*/sin(δ) @ 180°F [82°C], kPa	≥ 1.00
Solubility in trichloroethylene, %	–
^a Limit may be waived if no application problems are present in the field and material can be pumped.	

E. Handling

1. Handle, load, haul, and transfer bituminous materials in accordance with the following:
 - a. Each transport shall be equipped with a sampling device with a gate valve or petcock located in the discharge line in such a way as to allow a sample to be drawn during the unloading of transport. The device shall be maintained in an operating condition at all times.
 - b. Each hauler shall maintain a "log" or record with each transport showing the type, grade, source, destination and date of the last previous delivery made using the hauling tank as identified therein.
 - c. Each transport to be equipped with an observation hatch so located as to be suitable for inspection and direct measurement of the depth of the material at the lowest point in the tank. (An approximate six inch diameter opening with cover located at the top and near the discharge end of the transport is considered suitable.)
 - d. Before loading, the producer's representative shall inspect the transport to assure that it is empty and check the hauler's "log" to assure that no contamination will result from the previous load.
 - e. When bituminous materials are received for storage at the mixing plant or project site, separate tanks shall be provided for each type and grade material. Storage tanks shall be cleaned before being used for a different material except that cleaning is not required when the material to be stored is compatible with the material last contained in the tank and the tank has been completely emptied.
2. The ENGINEER will reject further shipments if materials fail to produce the results required by the contract documents. The ENGINEER will not accept further work until satisfied that the material has been corrected so that it produces the results required by the contract documents.

F. Application Temperature

1. Heat asphalt materials in accordance with Table 6 below unless otherwise required by the contract documents.

Table 6 Temperature Ranges for Use of Asphalt Materials			
Type or Grade	Mixture, °F [°C]	For Mixing, °F [°C]	For Spraying, °F [°C]
NTHAP	—	350 – 400 [177 -204]	350 – 400 [177 -204]
All PGs	≤350 [177]	275 – 350 [135 – 177]	285 – 350 [141 – 177]
MC-30	—	50 – 120 [10 – 49]	50 – 120 [10 – 49]
MC-70	—	80 – 150 [27 – 66]	80 – 150 [27 – 66]
MC-250	≤200 [93]	100 – 200 [38 – 93]	100 – 200 [38 – 93]
MC-800	≤210 [99]	160 – 210 [71 – 99]	185 – 260 [85 – 127]
MC-3000	≤250 [121]	200 – 250 [93 – 121]	225 – 275 [107 – 135]
All emulsions	—	70 – 185 [21 – 85]	70 – 185 [21 – 85]

PART 3 – COMPOSITION OF MIXTURES

3.1 ASPHALT MIX DESIGN AND INITIAL JOB MIX FORMULA

- A. Prepare superpave mix designs in general accordance with AASHTO R 35 except where modified by these specifications. Prepare PFC mix designs in general accordance with AASHTO PP 77 except where modified by these specifications. Prepare SMA mix designs in general accordance with AASHTO R 46 except where modified by these specifications. The mix design and initial job-mix formula (JMF) are the responsibility of the CONTRACTOR. Submit the mix design and initial JMF to the ENGINEER for review.
- B. The ENGINEER will determine if the mix design meets the design criteria. Provide one mix design for each asphalt concrete mixture required by the contract documents.
- C. Ensure that the initial JMF is in accordance with Tables 8, 10, and 11, or Tables 9, 10, and 11 for the type of mix required by the contract documents. Prepare a trial mixture in accordance with Section 32 12 16.13 Plant Mix Asphalt Paving, Subsection 1.4C. Propose changes to the JMF if the trial, prepared at the initial JMF proportions, fails to meet the requirements of Tables 8, 12, 13, and 14, or Tables 9, 12, 13, and 14. If the changes do not produce a mix design in accordance with these tables, the ENGINEER will require a new mix design. If the changes do produce a mix design in accordance with these tables, the ENGINEER will approve the changes for adjustment of the JMF.
- D. Ensure the JMF establishes a percentage of aggregate passing each required sieve, a percentage of asphalt contained in the mixture, and a mixture temperature at the point of discharge from the plant.
- E. The JMF with the allowable tolerances shown in Table 15, establish the specification limits for each mixture. These limits may be outside the range in Table 8 or Table 9 except for the following conditions:

1. The absolute maximum sieve size,
2. PFC and Open Graded Friction Surface Course, where the JMF with allowable tolerances must be within the broad range in accordance with Table 9.
3. When no tolerances are shown in Table 15, the broad ranges given in Table 9 are the specification limits.

3.2 PLANT PRODUCED MIXTURES

- A. Provide a uniform, plant produced mixture of the combined aggregate and asphalt in accordance with Tables 8, 12, and 13, or Tables 9, 12, and 13 within the specification limits established by the JMF with allowable tolerances.
- B. After the plant is in operation, propose any necessary adjustments to the JMF in accordance with Table 8 or Table 9. If test results indicate the adjustments are in accordance with Tables 12 and 13, adjust the JMF accordingly.
- C. Provide a new mix design to the ENGINEER if the source of materials changes before the use of the new materials. If unsatisfactory results or other conditions make it necessary, the ENGINEER will require a new mix design.
- D. The ENGINEER defines the asphalt JMF as the target value. Attempt to incorporate that asphalt amount regardless of the allowable tolerances.

3.3 RECLAIMED ASPHALT PAVEMENT

- A. Superpave mixtures containing reclaimed asphalt pavement (RAP) will be accepted in accordance with Table 7 if the mixture is not used in the surface layer and meets the contract document requirements for the type or grade.

Table 7 Reclaimed Asphalt Pavements	
Superpave with Binder Type	Maximum RAP, %
PG 58-28	25
PG 64-22 OK	25
PG 70-28 OK	15
PG 76-28 OK	15
PG 76E-28	0

- B. Regardless of the layer or binder type, the ENGINEER will accept superpave mixtures with no more than 25 percent RAP for shoulders, driveways, and layers serving as a bond breaker under PCC pavements if the mixture meets the contract document requirements for the type or grade. Superpave mixtures containing up to 35 percent RAP will be accepted in temporary detours if the mixture meets the contract document requirements for the type or grade, and if the mixture can be produced meeting air quality standards set forth by the Oklahoma Department of Environmental Quality.

Temporary is defined as any material that will not become part of any permanent pavement. Temporary material must be removed before the end of the project.

- C. Process RAP by fractionating it into at least two stockpiles: a coarse stockpile and a fine stockpile. Crush, screen, or size the coarse stockpile so that 100 percent passes through a 1.5 in (37.5 mm) sieve. Crush, screen, or size the fine stockpile so that 100 percent passes through a $\frac{5}{8}$ in (16.5 mm), $\frac{1}{2}$ in (12.5 mm), or $\frac{3}{8}$ in (9.5 mm) sieve. If RAP comes from an unknown source and documentation is unavailable, the ENGINEER will consider the insoluble residue content to be zero. The ENGINEER will reduce the amount of natural sand and gravel allowed in the combined aggregate by the amount of natural sand and gravel contained in the RAP. Do not use RAP in Stone Matrix Asphalt (SMA), Permeable Friction Course (PFC), Rich Bottom Layer (RBL), Open-Graded Friction Surface Course (OGFSC), or Open-Graded Bituminous Base (OGBB) mixes.

Table 8					
Mixtures for Superpave					
Sieve Size ^a	Percent Passing per Superpave Mixture Type				
	S2	S3	S4	S5 / RIL	S6
1½ in [37.5 mm]	100	—	—	—	—
1 in [25.0 mm]	90 – 100	100	—	—	—
¾ in [19.0 mm]	≤ 90	90 – 100	100	—	—
½ in [12.5 mm]	—	≤ 90	90 – 100	100	—
⅜ in [9.5 mm]	—	—	≤ 90	90 – 100	100
No. 4 [4.75 mm]	≥ 40	—	—	≤ 90	80 – 100
No. 8 [2.36 mm]	29 – 45	31 – 49	34 – 58	37 – 67	54 – 90
No. 16 [1.18 mm]	—	—	—	—	—
No. 30 [0.600 mm]	—	—	—	—	—
No. 50 [0.300 mm]	—	—	—	—	—
No. 100 [0.150 mm]	—	—	—	—	—
No. 200 [0.075 mm]	1.0 – 7.0 ^b	2.0 – 8.0 ^b	2.0 – 10.0 ^b	2.0 – 10.0 ^b	5.0 – 15.0
Other Mixture Requirements					
NMS ^c	1 in [25 mm]	¾ in [19 mm]	½ in [12.5 mm]	⅜ in [9.5 mm]	No. 4 [4.75 mm]
Asphalt Cement ^d , % of mix mass	≥ 3.9	≥ 4.3	≥ 4.8	≥ 5.3 / ≥ 5.5	≥ 5.8
Performance grade asphalt cement	e	e	e	e	e

- ^a Table 8 reflects the sieve size boundaries for design and JMF purposes. After the design is established, the JMF will designate combined aggregate sieve requirements with tolerances in Table 14.
- ^b Ensure the ratio of the percent passing the No. 200 (75 µm) sieve to the percent effective asphalt cement is from 0.6 to 1.6.
- ^c Nominal Maximum Size (NMS) is defined as one size larger than the first sieve to retain more than 10 percent.
- ^d The ENGINEER may adjust the lower limit if the effective specific gravity of the combined aggregates is greater than 2.65. The ENGINEER may allow adjustments if a theoretical lab molded specimen at the JMF asphalt content meets the VMA requirement at 4% air voids.
- ^e The CONTRACTOR may substitute a higher grade of asphalt than that shown on the Plans at no additional cost to the OWNER.

Table 9 Asphalt Mixture, Non-Superpave					
Sieve Size ^a	Percent Passing per Asphalt Concrete Mixture Type				
	SMA	PFC ^b	RBL	OGFSC ^{b, c}	OGBB
1 ½ in [37.5 mm]	—	—	—	—	100
1 in [25.0 mm]	—	—	—	—	95 – 100
¾ in [19.0 mm]	100	100	100	—	—
½ in [12.5 mm]	90 – 100	80 – 100	90 – 100	100	25 – 60
⅜ in [9.5 mm]	65 – 80	35 – 60	72 – 90	90 – 100	—
No. 4 [4.75 mm]	22 – 30	1 – 20	53 – 70	25 – 45	≤10
No. 8 [2.36 mm]	16 – 24	1 – 10	34 – 58	≤10	≤5
No. 16 [1.18 mm]	—	—	—	—	—
No. 30 [0.600 mm]	—	—	—	—	—
No. 50 [0.300 mm]	—	—	—	—	—
No. 100 [0.150 mm]	—	—	—	—	—
No. 200 [0.075 mm]	9.0 – 12.0	1.0 – 4.0	2.0 – 10.0	≤5.0	≤3.0
Other Mixture Requirements					
NMS ^d	½ in [12.5 mm]	½ in [12.5 mm]	½ in [12.5 mm]	⅜ in [9.5 mm]	1 in [25 mm]
Cellulose Fiber, % of mix mass	0.3 – 0.4	0.2 – 0.5	—	—	—

Asphalt Cement ^e , % of mix mass	≥6.0	6.0 – 7.0	≥5.2	≥5.1 ^f	2.5 ^g
Table 9, Continued Asphalt Mixture, Non-Superpave					
Performance grade asphalt cement	PG 76-28 OK	PG 76-28 OK	h	h	h
^a Table 9 reflects the sieve size boundaries for design and JMF purposes. After the design is established, the JMF will designate the combined aggregate sieve requirements with tolerances set in Table 15. ^b Use an approved anti-stripping agent at the rate of 5 gal/1,000 gal [5 L/1,000L] of asphalt cement. ^c Retain at least 55 percent of the aggregate between the ¾ in [9.5 mm] and the No. 4 [4.75 mm]. ^d Nominal Maximum Size (NMS) is defined as one size larger than the first sieve to retain more than 10 percent. ^e The ENGINEER may allow the lower limit to be adjusted if the effective specific gravity of the combined aggregates is greater than 2.65. The ENGINEER may allow adjustments if a theoretical lab molded specimen at the JMF asphalt content meets the VMA requirement at 4 percent air voids. ^f Calculate the JMF for percent AC in the open graded friction course with the following equation: $\% \text{ AC} = (16.5) / (\text{Effective Specific Gravity (Gse)} + 0.165).$ ^g The ENGINEER may allow the amount of asphalt binder to be adjusted if the effective specific gravity of the combined aggregate is greater than 2.833 or less than 2.495. ^h The CONTRACTOR may substitute a higher grade of asphalt than that shown on the Plans, at no additional cost to the OWNER.					

Table 10 Mix Design Properties of Laboratory Molded Specimens							
Property	Superpave			RIL	SMA	PFC	RBL
	PG64	PG70	PG76	PG76E-28	PG76	PG76	PG64
	Number of SGC Gyration						
Nini	6	7	8	—	—	—	—
Ndes	50	65	80	50	50	50	50

	Required Density, % of Gmm						
Nini	85.5 – 91.5	85.5 – 90.5	85.5 – 89.0	—	—	—	—
Table 10, Continued Mix Design Properties of Laboratory Molded Specimens							
Ndes	96	96	96	97	96	≤ 82.0	98
VMA, %	See Table 3.3:5						
VFA, %	See Table 3.3:5						
Lab Permeability, $\text{cm/s} \times 10^{-5}$	≤ 12.5	≤ 12.5	≤ 12.5	≤ 12.5	≤ 12.5	—	≤ 12.5
TSR, Min.	0.8	0.8	0.8	0.8	0.8	—	0.8
ITS ^a , psi	—	—	≥ 75	—	—	—	—
Draindown, %	—	—	—	—	≤ 0.20	≤ 0.20	—
Hamburg Rut Test, Min. No. of Cycles to 12.50 mm, 122 °F	10,000	15,000	20,000	20,000	20,000	—	5,000
Note: For this table: PG64, PG70, and PG76 refer to the high temperature grade of the binder. Unless otherwise noted, specifications for PG binder grades higher than PG76 will use PG76 specifications. ^a Indirect Tensile Strength from AASHTO T 283, preconditioned specimen average, in psi.							

Table 11 Mix Design Properties of laboratory Molded Specimens									
Property	Superpave					RIL	SMA	PFC	RBL
	S2	S3	S4	S5	S6				
VMA ^a , %	≥ 12.5	≥ 13.5	≥ 14.5	≥ 15.5	≥ 16.5	≥ 15.5	≥ 17.0	—	≥ 14.0
VFA, ^b , %	67 - 73	70 - 75	72 - 77	73 - 78	75 - 79	73 - 79	—	—	—
	^a VMA is based on the bulk specific gravity of the aggregates. ^b VFA is defined as the percentage of VMA containing asphalt binder.								

Table 12 Field Properties of Laboratory Molded Specimens							
Property	Superpave			RIL	SMA	PFC	RBL
	PG64	PG70	PG76	PG76E-28	PG76	PG76	PG64
	Number of SGC Gyration						
Nini	6	7	8	—	—	—	—
Ndes	50	65	80	50	50	50	50

	Required Density, % of Gmm						
Nini	85.5 – 91.5	85.5 – 90.5	85.5 – 89.0	—	—	—	—
Table 12, Continued Field Properties of Laboratory Molded Specimens							
Ndes	94.5 - 97.4	94.5 - 97.4	94.5 - 97.4	95.5 – 98.4	94.5 - 97.4	≤ 82.0	96.5 - 99.4
VMA, %	See Table 13						
VFA, %	See Table 13						
Lab Permeability, cm/s × 10 ⁻⁵	—	—	—	—	—	—	—
TSR, Min.	0.75	0.75	0.75	0.75	0.75	—	0.75
ITS ^a , psi	—	—	—	—	—	—	—
Draindown, %	—	—	—	—	—	—	—
Hamburg Rut Test, Min. No. of Cycles to 12.50 mm, 122 °F	—	—	—	—	—	—	—
Note: For this table: PG64, PG70, and PG76 refer to the high temperature grade of the binder. Unless otherwise noted, specifications for PG binder grades higher than PG76 will use PG76 specifications.							
^a Indirect Tensile Strength from AASHTO T 283, preconditioned specimen average, in psi.							

Table 13									
Field Properties of Laboratory Molded Specimens									
Property	Superpave					RIL	SMA	PFC	RBL
	S2	S3	S4	S5	S6				
VMA ^a , %	≥ 12.0	≥ 13.0	≥ 14.0	≥ 15.0	≥ 16.0	≥ 15.0	≥ 16.5	—	≥ 13.5
VFA ^b , %	—	—	—	—	—	—	—	—	—
^a VMA is based on the bulk specific gravity of the aggregates. Compute a new bulk specific gravity from each AASHTO T 209 test. Calculate the value by multiplying the aggregate Effective Specific Gravity (Gse) calculated from the latest AASHTO T 209 test by the aggregate Bulk Specific Gravity (Gsb) from the design. Afterwards, divide the product by the aggregate Gse from the design.									
^b VFA is defined as the percentage of VMA containing asphalt binder.									

Table 14	
Hamburg Test Requirements^a	
Binder Grade	Minimum Number of Passes to 12.50 mm Rut Depth, Tested at 122°F
PG 58	10,000
PG 64	10,000

PG 70	15,000
PG 76	20,000
Table 14, Continued Hamburg Test Requirements	
Note: For the purposes of this table PG64, PG70, and PG76 refer to the high temperature grade of the binder.	
^a Rut test requirements apply to Superpave, SMA, and RIL mixes only.	

3.4 ACCEPTANCE OF COMBINED COLD FEED AGGREGATE GRADATION

- A. The ENGINEER may use combined aggregate samples taken before asphalt coating for mixture gradation acceptance. Obtain the sample by an approved sampling device and perform a sieve analysis in accordance with Subsection 32 12 16.39 Part 4, AASHTO T 27, and AASHTO T 11. This method may be allowed if the asphalt mixture does not contain reclaimed bituminous materials and the aggregate does not appreciably degrade during the drying and mixing process.
- B. The ENGINEER may accept bituminous plant mix gradation results based on specified cold feed combined aggregate samples under the following condition:
 - 1. If the aggregate gradation test on extracted aggregates in accordance with AASHTO T 30 compares favorably with the results of cold feed aggregate gradation results.
- C. If test results do not compare favorably, the ENGINEER will base acceptance gradation tests performed in accordance with AASHTO T 30, on aggregate from extraction or ignition oven testing.

3.5 ACCEPTANCE OF BITUMEN CONTENT

- A. Determine the bitumen content of plant produced mixtures in accordance with OHD L-26 method of test. Determine the bitumen content of open-graded plant produced mixtures (PFC, OGFSC, OGGB) using the tank strap method or a digital printout from the asphalt plant of the quantity used.

3.6 WARM MIX ASPHALT

- A. Unless otherwise shown on the plans, mixtures produced as Warm Mix Asphalt (WMA) will be accepted at the CONTRACTOR'S option. For WMA, mixing temperatures may be reduced. Unless otherwise directed, use only WMA additives or processes preapproved by the ENGINEER. The ENGINEER may accept new additives or processes with sufficient evidence of performance.
- B. Prepare WMA mix designs in general accordance with AASHTO R 35 except where modified by these specifications. Additive manufacturer recommendations will be evaluated and considered for approval by the ENGINEER. WMA requirements are the same as for HMA except where noted. When using the technology during a mix design, increase the oven aging period to four hours before preparing samples for moisture susceptibility and rut testing. Report R 35's, the Materials Division recommended

temperatures, or the supplier's recommended temperatures for plant mixing and roadway compaction on the mix design. Report R 35's, the Materials Division recommended temperatures, or the supplier's recommended temperatures, for laboratory mixing and compaction on the mix design.

- C. For WMA using an additive technology, perform the mix design using the additive. For WMA designs that use a plant process, perform the mix design as an HMA mix design. If the laboratory has a foamer, the design may be performed using that process.
- D. Alternatively, use an existing approved HMA mix design when converting to a WMA, except when the percent binder absorbed exceeds 1.00 percent. The percent binder absorbed formula is shown at the end of this paragraph. When the percent binder absorbed exceeds 1.00 percent, use the plant-produced WMA material for moisture susceptibility and rut testing. Report the additive or process used by name, supplier source, and application rate (if applicable) on the mix design.

$$P_{ba} = \frac{100 G_b (G_{se} - G_{sb})}{G_{se} G_{sb}}$$

Where:

Pba = Percent binder absorbed by total mass of aggregate

Gb = Specific gravity of the binder

Gse = Effective specific gravity of the combined aggregates

Gsb = Bulk specific gravity of the combined aggregates

3.7 TOLERANCES

- A. Apply the tolerances shown in Table 15 to the JMF in accordance with Subsection 3.6.

Table 15 JMF Tolerances Per Mixture						
Sieve Size	Superpave	Stone Matrix Asphalt	Permeable Friction Course	Rich Bottom Layer	Open Graded Friction Course	Open Graded Bitum. Base
	Percent Passing					
≥No. 4 [4.75 mm]	±7	±7	±7	±7	±7	—
No. 8 [2.36 mm]	±5	±5	±5	±5	±5	—
No. 16 [1.18 mm]	±4	±4	—	±4	—	—
No. 30 [0.600 mm]	±4	±4	—	±4	—	—
No. 50 [0.300 mm]	±4	±4	—	±4	—	—
No. 100 [0.150 mm]	±3	±3	—	±3	—	—
No. 200 [0.075 mm]	±2	±2	±2	±2	±2	—

Table 15, Continued JMF Tolerances Per Mixture						
Sieve Size	Superpave	Stone Matrix Asphalt	Permeable Friction Course	Rich Bottom Layer	Open Graded Friction Course	Open Graded Bitum. Base
Percent Passing						
Other Mixture Tolerances:						
Asphalt cement, % of mix mass	±0.4	±0.4	±0.3	±0.4	±0.3	±0.3
Mix temperature as discharged from mixer, °F [°C]	±20 [±10]	±20 [±10]	±20 [±10]	±20 [±10]	±20 [±10]	±20 [±10]

PART 4 – SAMPLING AND TESTING

4.1 TESTING METHODS

- A. Sample and test in accordance with Table 16 on following page.
- B. Method and Procedure for Sampling Asphalt Materials
 1. Sample asphalt materials in accordance with AASHTO R 66. Sample asphalt materials at the project site or mixing plant in accordance with the following:
 - a. Truck Transports: Sample to be taken by means of a sampling valve (3/8 inch = to 1/2 inch) located in the discharge or unloading line during the unloading of the approximate middle one-third of the load. The first flow through the sampling valve of one or two gallons shall be wasted after which the sample shall be drawn directly into the sample containers.
 - b. Mixing Plant: Sample to be taken from a sampling tap, complying with the requirements of ASTM D 140, located in the bituminous feed lines connecting the storage tanks to be bituminous control unit. The first flow from the sampling valve of one or two gallons shall be wasted after which the sample shall be drawn directly into the sample containers.
 - c. Storage Tank: Sample taken during the circulation of tank contents. Sampling procedure is the same as section 4.1B.1.b.
 - d. Storage Tank: If circulation is not in operation at the time of sampling, obtain sample by means of weighted bottle or other suitable sample thief. Quickly lower sample thief to near bottom of tank and withdraw at a rate of speed so that the sample thief is not completely filled when removed. Sample thief should be cleaned each time it is used and dipped two or three times in the

material being sampled before taking the sample. Immediately after taking pour sample from sample thief directly into sampling containers.

2. The ENGINEER may modify the sampling methods, testing, and acceptance for the asphalt materials. Obtain copies of the procedure from the ENGINEER.
3. Sample at the point of manufacture if the quantity shipped warrants testing. Alternatively, take samples at the point of destination. Use asphalt materials only after the ENGINEER approves them at the source.

Table 16	
Sampling and Testing of Aggregates, Bituminous Mixtures, and Asphalt Materials	
Materials	Testing Method
Aggregates	
Sampling	AASHTO T 2
Sieve analysis	AASHTO T 27
Material passing No. 200 [75 µm] sieve	AASHTO T 11
Specific gravity and absorption of fine aggregate	AASHTO T 84
Specific gravity and absorption of coarse aggregate	AASHTO T 85
Los Angeles abrasion	AASHTO T 96
Sand equivalent	AASHTO T 176
Aggregate durability index	AASHTO T 210
Total evaporable moisture content	AASHTO T 255
Aggregate degradation by Micro-Deval apparatus	AASHTO T 327
Lime for asphalt mixtures	AASHTO M 303
Flat and elongated particles in coarse aggregate	ASTM D4791
Mud, clay balls, sand clusters, sticks and roots retained on No. 4 [4.75 mm] sieve	OHD L-9
Fractured faces	OHD L-18
Insoluble residue	OHD L-25
Soft particles	OHD L-38
Asphalt Mixtures	
Mechanical analysis of extracted aggregate	AASHTO T 30
Sampling asphalt mixtures	AASHTO T 168
Bulk specific gravity (Gmb) of compacted asphalt mixtures using saturated surface-dry specimens	OHD L-14
Maximum specific gravity of asphalt mixtures	AASHTO T 209
Resistance to moisture damage ^{a, g}	AASHTO T 283
Draindown characteristics of uncompacted asphalt samples	AASHTO T 305
Preparing specimens by superpave gyratory compactor ^b	AASHTO T 312
Bulk specific gravity (Gmb) and density of compacted asphalt mixtures using automatic vacuum sealing method CoreLok™	OHD L-45

Table 16, Continued	
Sampling and Testing of Aggregates, Bituminous Mixtures, and Asphalt Materials	
Materials	Testing Method
Hamburg wheel-track testing of compacted hot mix asphalt (HMA)	AASHTO T 324
Superpave volumetric mix design	AASHTO M 323
Reclaimed asphalt shingles for use in asphalt mixtures	AASHTO MP 23
Design considerations when using reclaimed asphalt shingles (RAS) in asphalt mixtures	AASHTO PP78
Mixture conditioning of hot-mix asphalt	AASHTO R 30
Superpave volumetric design for HMA ^C	AASHTO R 35
Sampling Asphalt Mixtures after compaction (obtaining cores)	AASHTO R 67
Bulk impregnated specific gravity of aggregates ^d	OHD L-7
Specific gravity, unit weight, and percent density of compacted asphalt mixtures	OHD L-14
Bitumen content	OHD L-26
Rutting susceptibility using the hampburg rut tester	OHD L-55
Water permeability of compacted paving mixtures	OHD L-44
Asphalt Materials	
Sampling asphalt materials	AASHTO R 66
Solubility of bituminous materials	AASHTO T 44
Flash and fire points by Cleveland Open Cup	AASHTO T 48
Penetration of bituminous materials	AASHTO T 49
Ductility of bituminous materials	AASHTO T 51
Softening point of bitumen (ring-and-ball apparatus)	AASHTO T 53
Water in bituminous materials by distillation	AASHTO T 55
Standard test methods for emulsified asphalts	AASHTO T 59
Saybolt viscosity	AASHTO T 72
Distillation of cutback asphaltic (bituminous) products	AASHTO T 78
Flash points with tag open-cup apparatus	AASHTO T 79
Inorganic matter or ash in bituminous material	AASHTO T 111
pH of aqueous solutions with the glass electrode	AASHTO T 200
Kinematic viscosity of asphalts (bitumens)	AASHTO T 201
Viscosity of asphalts by vacuum capillary viscometer	AASHTO T 202
Specific gravity of semi-solid bituminous materials	AASHTO T 228

Table 16, Continued	
Sampling and Testing of Aggregates, Bituminous Mixtures, and Asphalt Materials	
Materials	Testing Method
Rolling thin film oven test	AASHTO T 240
Polymer content of polymer-modified emulsified asphalt residue and asphalt binders	AASHTO T 302
Flexural creep stiffness using the bending beam rheometer	AASHTO T 313
Rheological properties using a dynamic shear rheometer	AASHTO T 315
Viscosity determination using rotational viscometer	AASHTO T 316
Multiple stress creep recovery (MSCR) test of asphalt binder using a dynamic shear rheometer (DSR)	AASHTO T 350
Emulsified asphalt	AASHTO M 140
Cationic emulsified asphalt	AASHTO M 208
Polymer-modified cationic emulsified asphalt	AASHTO M 316
Performance-graded asphalt binder	AASHTO M 320
Performance-graded asphalt binder using multiple stress creep recovery (MSCR) test	AASHTO M 332
Recovering residue from emulsified asphalt using low-temperature evaporative techniques	AASHTO R 78
Classifying hot mix recycling agents	AASHTO R 14
Accelerated aging using a pressurized aging vessel	AASHTO R 28
Grading or verifying the performance guide	AASHTO R 29
Recovery of asphalt binder from solution by abson method	AASHTO R 59
Estimating application rate and residual application rate of bituminous distributors	ASTM D 2995
Specific gravity by hydrometer	ASTM D 3142
Elastic recovery test by means of ductilometer ^e	ASTM D 6084
Elastic recovery test by means of ductilometer ^f	OHD L-42
Compatibility of an asphalt emulsion and a job aggregate	OHD L-59
Emulsified asphalt residue by evaporation (pan)	OHD L-61
^a Run AASHTO T 283 on 6 in [150 mm] diameter specimens compacted by the Superpave Gyratory Compactor to an approximate height of 3.75 in [95 mm].	
^b Mix design mixtures at 325°F [163°C] and age at 300°F [149°C] from 2 hr to 4 hr. Compact design mixtures at 300°F [149°C]. No minimum aging period is required for field samples. Heat field samples uniformly to 300°F [149°C] for no greater than 4 hr.	

Table 16, Continued	
Sampling and Testing of Aggregates, Bituminous Mixtures, and Asphalt Materials	
Materials	Testing Method
^c Compact lab-molded specimens to N _{des} gyrations to determine the density at N _{des} , percent of G _{mm} . Back-calculate the density at N _{ini} , percent of G _{mm} , from these specimens. Compact lab-molded specimens to N _{max} gyrations to determine the density at N _{max} , percent of G _{mm} for mix designs and JMF changes only. Ensure reported values are the average of two specimens.	
^d Use OHD L-7 for OGFSC only.	
^e Use ASTM D 6084 for PG binders only.	
^f Use OHD L-42 for polymer modified emulsions only.	
^g Use AASHTO R 30 for aging instead of the procedure outlined in AASHTO T 283.	

END OF SECTION 32 12 16.39

SECTION 32 13 13 - PORTLAND CEMENT CONCRETE PAVEMENT**PART 1 – GENERAL****1.1 SCOPE**

- A. This work shall consist of a pavement composed of Portland Cement concrete, with or without reinforcement as specified, constructed on a prepared subgrade or base course in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross-sections shown on the plans or established by the ENGINEER.

PART 2 – MATERIALS**2.1 GENERAL**

Cement	AASHTO M 85 Type I & IA
High Early Cement	AASHTO M 85 Type III & IIIA
Water	Clean and free from deleterious substances
Reinforcing Steel	ASTM A615 Bars Grade 60
Epoxy Coated Reinforcing Steel	AASHTO M 284
Welded Wire Fabric	ASTM A1064
Air Entraining Admixtures	AASHTO M 154
Chemical Admixtures	AASHTO M 194
Fine Aggregate	AASHTO M 6
Course Aggregate	AASHTO M 80
Liquid Membrane Curing Compound	AASHTO M 148
Performed Expansion Joint	Bituminous Type AASHTO M 33
Joint Sealer	Hot poured elastic type ASTM C1190

2.2 STRENGTH

- A. The minimum compressive strength as determined by AASHTO T 22 shall be:

<u>AGE</u>	<u>MINIMUM STRENGTH</u>
7 days	2500 psi
28 days	3500 psi

- B. Maximum Water - Cementitious Materials Ratio: 0.48.
- C. Minimum Cementitious Materials Content: 564 lb. per C.Y.
- D. Slump: 2" ± 1", unless specified otherwise.

2.3 FORMS

- A. Straight side forms shall be made of a metal having a thickness of not less than 7/32" and shall be furnished in sections not less than 10' in length. Forms shall have a depth at least equal to the prescribed thickness of the concrete and a base width that will

provide adequate support for all equipment operating on the forms. Flexible or curved forms of proper radius shall be used for curves of 100' radius or less. Flexible or curved forms shall be of a design acceptable to the ENGINEER. Forms shall be provided with adequate devices for secure setting so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment.

- B. Flange braces shall extend outward on the base not less than $\frac{2}{3}$ the height of the form. Forms with battered top surfaces, and bent, twisted, or broken forms shall be removed from the work. Repaired forms shall not be used until inspected and approved. The top face of the form shall not vary from a true plane more than $\frac{1}{8}$ " in 10', and the upstanding leg shall not vary more than $\frac{1}{4}$ ". The forms shall contain provisions for locking the ends of abutting form sections together tightly, and for secure setting.

2.4 CONCRETE SAW

- A. When sawing joints is elected or specified, the CONTRACTOR shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions and at the required rate. All equipment shall be on the job both before and continuously during concrete placement.

2.5 FINISHING EQUIPMENT

- A. The finishing machine shall be equipped with at least two oscillating type transverse screeds or other approved method of striking off the concrete.
- B. Vibrators, for full width vibration of concrete paving slabs, may be the internal type with either immersed tube or multiple spuds. Pan type vibrators, if used, shall be used in conjunction with internal type vibrators. They may be attached to the spreader or the finishing machine, or may be mounted on a separate carriage. They shall not come in contact with the joint, load transfer devices, subgrade, or side forms. The rated frequency of the surface vibrators shall not be less than 3,500 impulses per minute and the frequency of the internal type shall not be less than 5,000 impulses per minute for tube vibrators and not less than 7,000 impulses per minute for spud vibrators.
- C. The longitudinal float may either be a mechanical float or screed mechanism meeting the approval of the ENGINEER or a manually operated float. The hand operated float shall be a rigid straightedge float not less than 12' nor more than 18' in length with a troweling or smoothing surface not less than 8" nor more than 12" in width, and shall be worked from bridges spanning the pavement.
 - 1. The mechanical float shall be so adjusted and so operated that the screed will have a small quantity of concrete in front of it at all times. The screed shall not be raised or lowered solely for the purpose of maintaining the proper amount of concrete in front of the screed.
 - 2. In lieu of the mechanical or hand operated longitudinal float, the use of a finishing machine with the float pan type finisher, will be permitted provided that satisfactory performance and specified surface smoothness and tolerances are obtained.

- D. The burlap drag shall consist of a seamless strip of burlap or cotton fabric, which shall produce a uniform surface of gritty texture after dragging it longitudinally along the full width of pavement. The dimensions of the drag shall be such that a strip of burlap or fabric at least 3' is in contact with the full width of pavement surface while the drag is used. The drag shall consist of not less than two layers of burlap with the bottom layer approximately 6" wider than the upper layer.
- E. The equipment for applying the white pigmented curing membrane shall be the fully atomizing type equipped with a tank agitator which will keep the compound thoroughly mixed during application. Hand sprayers of the pressure tank type, approved by the ENGINEER, may be used to apply curing membrane vertical surfaces, irregular areas or edges after form removal. Hand sprayers of the pressure tank type accepted by the ENGINEER may be used to apply curing membrane to vertical surfaces, irregular areas or edges after form removal.

PART 3 – EXECUTION

3.1 GENERAL

- A. Preparation of Grade: After the roadbed or base has been graded and compacted, the grade shall be trimmed approximately to correct elevation, extending the work beyond each edge of the proposed concrete pavement. When the foundation is stabilized with an admixture, it shall be within the tolerances provided for the foundation type.
- B. Setting Forms: Forms shall be set to line and grade by shimming or other approved methods. Imperfections or variations in the base or foundation which prohibits the placement of forms to the specified lines or grades shall be corrected in a manner approved by the ENGINEER. Forms shall be staked into place with not less than three pins for each 10' section. A pin shall be placed at each side of every joint. Form sections shall be tightly locked, free from play or movement in any direction. The forms shall not deviate from true line by more than 0.25" at any point. No excessive settlement or springing of forms under the finishing machine will be tolerated. Forms shall be cleaned and oiled prior to the placing of concrete.
- C. Grade and Alignment: The alignment and grade elevations of the forms shall be checked, and corrections made by the CONTRACTOR immediately before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.
- D. Conditioning of Subgrade or Base Course: When side forms have been securely set to grade, the subgrade or base course shall be brought to proper cross section.
 - 1. When cementitious bases are used, material trimmed from high areas shall be removed and low areas shall be filled with concrete integral with the pavement. The finished grade shall be maintained in a smooth and compacted condition until the pavement is placed.
- E. Unless waterproof subgrade or base course cover material is specified, the subgrade or base course shall be uniformly moist when the concrete is placed.

- F. When cement treated base is used, excessive damage to the asphalt membrane or base shall be repaired at the CONTRACTOR'S expense before placing concrete pavement.
- G. Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not over 1%.
- H. Methods and equipment for adding air entraining agent or other admixtures to the batch shall be approved by the ENGINEER.

3.2 MIXING

- A. The concrete may be mixed at the site of the work, in a central mix plant, or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials, except water, are in the drum. Ready mixed concrete shall be mixed and delivered in accordance with requirements of AASHTO M 157-13.
- B. Retempering concrete by adding water or by other means will not be permitted, except that when concrete is delivered in transit mixers or agitators additional water may be added to the batch materials and additional mixing performed in accordance with AASTHO M 157-13 to increase the slump to meet the specified requirements provided the original water cement ratio is maintained.
- C. Limitations of Mixing: No concretes shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

3.3 COLD WEATHER CONCRETING

- A. When concreting is authorized during cold weather, the aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might injure the materials. Unless otherwise authorized, the temperature of the mixed concrete shall be not less than 50°F (10°C) and not more than 90°F (32°C) at the time of placing it in the forms.
- B. Unless otherwise stated in contract documents if the air temperature is 35°F or falling, placing concrete will not be permitted without approval. The ENGINEER may require the water and/or the aggregates to be heated to not less than 70°F (21°C) nor more than 150°F (66°C). No concrete shall be placed on frozen subgrade nor shall frozen aggregates be used in the concrete.
- C. The CONTRACTOR shall be responsible for the protection and quality of concrete placed during any weather conditions.

3.4 PLACING CONCRETE

- A. The concrete shall be deposited on the grade in such manner as to require as little re-handling as possible. Unless truck mixers, truck agitators, or non-agitating hauling equipment are equipped with means for discharge of concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and

mechanically spread on the grade in such manner as to prevent segregation of the materials. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

- B. Where concrete is to be placed adjoining a previously constructed lane of pavement and mechanical equipment will be operated upon the existing lane of pavement, that lane shall have attained the strength specified for opening to traffic. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after three days.
- C. Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assembly, the grade, or a side form. The vibrator shall not be operated in any one location longer than necessary to complete the consolidation.
- D. Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them, but shall not be dumped from the discharge bucket or hopper onto a joint assembly unless the hopper is well centered on the joint assembly.
- E. Should any concrete materials fall on or be worked into the surface of a completed slab, they shall be removed immediately by approved methods.
- F. The CONTRACTOR shall furnish the concrete necessary for casting test cylinders.
- G. Strike Off of Concrete and Placement of Reinforcement: When reinforced concrete pavement is placed in two layers, the bottom layer shall be struck off to such length and depth that the sheet of fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. The reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off and screeded. Any portion of the bottom layer of concrete which has been placed more than 30 minutes without being covered with the top layer shall be removed and replaced with freshly mixed concrete at the CONTRACTOR'S expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement or it may be placed in plastic concrete, after spreading by mechanical or vibratory means.
- H. Reinforcing steel shall be free from dirt, oil, paint, grease, mill scale, and loose or thick rust which could impair bond of the steel with the concrete.

3.5 JOINTS

- A. Joints shall be constructed perpendicular to the surface of the slab and of the type, dimensions and at locations shown on the plans. Suitable guide lines or devices shall be used to assure satisfactory alignment of joints.
- B. Longitudinal joints shall be formed by sawing or by a parting strip of metal or other approved pre molded material securely held in place while placing the concrete slab. Deformed steel tie bars of specified length, size, spacing and material shall be placed perpendicular to longitudinal joints.

- C. The parting strip shall be securely held in place perpendicular to the surface and true to line and grade, by metal pins, at intervals that average not greater than 3'. The minimum length of parting strips shall be 10' and adjoining sections shall be securely fastened together by lapping and pinning by means of a slip joint or other approved method. The CONTRACTOR shall furnish an approved gauge riding on the side forms for accurately checking the position of the parting strip before concrete is placed against it.
- D. For sawed longitudinal joints, tie bars shall be placed perpendicular to the longitudinal joints; they shall be placed by approved mechanical equipment or rigidly secured by chairs or other approved supports to prevent displacement. Tie bars shall not be painted or coated with asphalt or other material, or enclosed in tubes or sleeves.
- E. When tested with a straightedge, the surface across any joint shall not vary from the straightedge by more than 1/8". Concrete edges at joints which are not sawed shall be tooled to 1/8" radius or otherwise shown on the plans.
- F. The longitudinal joint shall be sawed before the end of the curing period or shortly thereafter and before any equipment or vehicles are allowed on the pavement. The sawed area shall be thoroughly cleaned and, if required, the joint shall immediately be filled with sealer.
- G. Transverse Expansion Joints: The expansion joint filler shall be continuous from form to form, shaped to the subgrade and to the keyway along the form. Preformed joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used unless approved by the ENGINEER.
- H. The expansion joint filler shall be held securely in position. An approved installing bar, or other device, shall be used if required to secure preformed expansion joint filler at the proper grade and alignment during placing and finishing of the concrete. Finished joints shall not deviate more than 1/4" in the horizontal alignment from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.
- I. Pre-molded joint filler shall be appropriately punched to the exact diameter and location of the dowels. It shall, unless otherwise provided, be furnished in lengths equal to the pavement width; however, in cases where pavement two or more traffic lanes wide is being placed the pre-molded filler may be furnished in sections, provided the length of each section is equal to the width of one lane. Where more than one section is used in a joint, the sections shall be securely laced or clipped together. The pre-molded joint filler shall be placed on the side of the installing bar nearest the mixer. The bottom edge of the filler shall project to or slightly below the bottom of the slab and unless otherwise prescribed, the top edge shall be 1" below the surface of the pavement. While the concrete is being placed, the top edge of the filler shall be protected by a metal channel cap of at least 38 mm sheet thickness material, having flanges not less than 1 1/2" in depth.

- J. Joints in concrete curbing that cannot be satisfactorily sawed shall be formed by means of steel templates or other approved joint forming dividers installed at the time the concrete is poured and at the location of the joint to be sawed.
- K. Contraction Joints: Transverse contraction joints shall be formed by sawing.
- L. Sawing of transverse contraction joints shall begin as soon after pouring the pavement as can be done without causing undue raveling. Succeeding joints shall be sawed consecutively from beginning to end of the day's run, and all transverse joints shall be sawed to the depth specified on the plans soon enough to prevent uncontrolled transverse cracking.
- M. Construction Joints: Unless otherwise directed, transverse construction joints shall be constructed when there is an interruption of more than 30 minutes in the concreting operations. No transverse joint shall be constructed with 10' of an expansion joint, contraction joint, or plane of weakness. If sufficient concrete has not been mixed at the time of interruption to form a slab at least 10' long, the excess concrete back to the last preceding joint shall be removed and disposed of as directed.
- N. A rigid header shall be provided with holes or slots for dowel bars that shall be of the spacing and dimensions as for expansion joints.
- O. Load Transfer Devices: Approved load transfer devices shall be firmly held in the position indicated on the plans. Dowels shall be held in position parallel to the surface and center line of the slab by an approved support. Dowels for expansion joints shall be capped as shown on the plans.
- P. In lieu of using dowel assemblies at contraction joints, dowel bars may be placed in the full thickness of pavement by a mechanical device approved by the ENGINEER.

3.6 FINAL STRIKE OFF

- A. The sequence of operations shall be the strike off and consolidation, floating and removal of surface particles and unconformities, straight edging, and final surface finish.
- B. In general, the addition of superficial water to the surface of the concrete to assist in finishing operations will not be permitted. If the application of water to the surface is permitted, it shall be applied as a fog spray by means of approved spray equipment.

3.7 STRAIGHTEDGE TESTING AND SURFACE CORRECTION

- A. After the floating has been completed and the excess water removed, but while the concrete is still plastic, the surface of the concrete shall be tested for trueness with a 10' straightedge. For this purpose, the CONTRACTOR shall furnish and use an accurate 10' straightedge swung from handles 3' longer than one half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the road center line and the whole area gone over from one side of the slab to the other as necessary. Advance along the road shall be in successive stages of not more than one half the length of the straightedge. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure

that the surface across joints meets the requirements for smoothness. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and the slab conforms to the required grade and cross section.

3.8 EDGING AT FORMS AND JOINTS

- A. After the final finish, but before the concrete has taken its initial set, the edges of the pavement along each side of each slab, and on each side of transverse expansion joints, formed joints, transverse construction joints, and emergency construction joints shall be worked with an approved tool and rounded to the radius required by the plans. A well-defined and continuous radius shall be produced and a smooth, dense mortar finish obtained. The surface of the slab shall not be unduly disturbed by tilting of the tool during use.
- B. At all joints, any tool marks appearing on the slab adjacent to the joints shall be eliminated by brooming the surface. In doing this, the rounding of the corner of the slab shall not be disturbed. All concrete on top of the joint filler shall be completely removed.
- C. All joints shall be tested with a straightedge before the concrete has set, and correction made if one side of the joint is higher than the other or if they are higher or lower than the adjacent slabs.

3.9 SURFACE TEST

- A. As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 10' straightedge or other specified device. Areas showing high spots of more than 1/8" but not exceeding 1/2" in 10' shall be marked and immediately ground down with an approved grinding tool to an elevation where the area or spot will not show surface deviations in excess of 1/8" when tested with a 10' straightedge. The surface of ground areas shall be re-textured to match the surface of the surrounding areas. Where the departure from correct cross section exceeds 1/2", the pavement shall be removed and replaced by and at the expense of the CONTRACTOR.
- B. Any area or section so removed shall be not less than 10' in length nor less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than 10' in length, shall also be removed and replaced.

3.10 CURING

- A. The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place, or if the pavement is cured initially with jute or cotton mats, it may be applied upon removal of the mats. The curing compound shall not be applied during rainfall.
- B. Curing compound shall be applied under pressure at the rate of one gallon to not more than 200 sq. ft. by mechanical sprayers, provided however, that when the temperature

on the roadway is 100°F (37.5°C) or above, the curing compound shall be applied at the rate of one gallon to not more than 150 sq. ft.

- C. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. Curing compound shall not be applied to the inside faces of joints to be sealed.
- D. The curing compound shall be of such character that the film will harden within four hours after the application. Should the film become damaged from any cause within the required curing period, the damaged portions shall be repaired immediately with additional compound.
- E. Upon removal of side forms, the sides of the slabs exposed shall be protected immediately to provide a curing treatment equal to that provided for the surface.
- F. Curing for Cold Weather: The CONTRACTOR shall be responsible for the quality and strength of the concrete placed during cold weather, and any concrete injured by frost action shall be removed and replaced at the CONTRACTOR's expense.
- G. Removing Forms: Forms shall be removed carefully so as to avoid damage to the pavement. After the forms have been removed, the sides of the slab shall be cured as outlined in one of the methods indicated above. Honeycombed areas shall be satisfactorily repaired.

3.11 OPENING TO TRAFFIC

- A. Traffic shall be excluded from the newly constructed pavement for a period of 14 days after the concrete is placed or longer if weather conditions make it advisable to extend this time. However, at the discretion of the ENGINEER, the pavement may be opened to traffic when specimen beams or cylinders made, cured, and tested have attained a flexural strength of 550 psi when tested in accordance with AASHTO T 97 (third point method) or 650 psi when tested by the midpoint method AASHTO T 177, or a compressive strength of 3500 psi. Prior to opening to traffic, the pavement shall be cleaned of loose material and the joints shall be filled and trimmed as herein required.

3.12 HIGH-EARLY STRENGTH PAVEMENT

- A. General Requirements: When high early strength concrete pavement is specified, it shall be made with high early strength cement. In lieu of high early strength cement and with written permission of the ENGINEER, the CONTRACTOR may use standard Portland Cement with a cement factor 25% in excess of that specified for Portland Cement concrete pavement. No additional compensation will be allowed for the 25% additional cement if standard Portland Cement is used. When 25% of cement is added, the absolute volumes in the mix will be adjusted to compensate for the additional cement. All other requirements hereinbefore specified for concrete pavement shall be applicable subject to the following modifications.
- B. Curing: When high early strength concrete pavement is specified or used, the pavement shall be cured in the same manner as is provided for regular pavement.

- C. Opening to Traffic: Traffic shall be excluded from the newly constructed pavement for a period of not less than 24 hours and for 72 hours if necessary.

3.13 SLIP-FORM PAVER

- A. Optional Use of a Slip Form Paver: If the CONTRACTOR so elects, he may use a slip form paver in lieu of the conventional paving train and stationary side forms.
- B. When a slip form paver is used all requirements of placing pavement with rigid forms shall be complied with except as provided herein:
1. Grade: After the grade or base has been placed and compacted to the required density, the areas which will support the paving machine shall be cut to the proper elevation by means of a properly designed machine. The grade on which the pavement is to be constructed shall then be brought to the proper profile by means of a properly designed machine. If the density of the base is disturbed by the grading operations, it shall be corrected by additional compaction before concrete is placed. The grade shall be constructed sufficiently in advance of the placing of the concrete. If any traffic is allowed to use the prepared grade, the grade shall be checked and corrected immediately ahead of the placing of the concrete. When the foundation for the surfacing is stabilized with an admixture, the area under the pavement and the supporting area for the paving machine shall be within the specified tolerances for the foundation type before concrete is placed.
 2. Placing Concrete: The concrete shall be placed with an approved slip form paver designed to spread, consolidate, screed, and float finish the freshly placed concrete in one complete pass of the machine in such manner that a minimum of hand finish will be necessary to provide a dense and homogeneous pavement in conformance with the plans and specifications. The machine shall vibrate the concrete for the full width and depth of the strip of pavement being placed. Such vibration shall be accomplished with vibrating tubes or arms working in the concrete or with a vibrating screen or pan operating on the surface of the concrete. The sliding forms shall be rigidly held together laterally to prevent spreading of the forms.
 - a. The slip form paver shall be operated with a continuous forward movement and all operations of mixing, delivering and spreading concrete shall be so coordinated as to provide a uniform progress with stopping and starting of the paver held to a minimum. If, for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately.
 3. Finishing: A tube float finishing machine shall be used immediately following the slip form paver, in a manner approved by the ENGINEER.
 4. Tolerances: Tolerances of the finished pavement shall meet the requirements except that for the outer 6" along the edges of the pavement, a maximum deviation of 1/4" from a 10' straightedge placed parallel to the centerline of the roadway will be permitted. When auxiliary parallel lanes are constructed using a slip form paver, there shall be no appreciable slump along edges of adjoining lanes. Any valleys

or depressions that will not drain properly shall be corrected by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER.

5. Curing: Unless otherwise specified, curing shall be done in accordance with one of the methods included in Subsection 3.10. The curing media shall be applied at the appropriate time and shall be applied uniformly and completely to all surfaces and edges of the pavement.
6. Joints: All joints shall be constructed in accordance with Subsection 3.5.
7. Protection against Rain: In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the CONTRACTOR will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood plank having a nominal thickness of not less than 2" and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as burlap or cotton mats, curing paper, or plastic sheeting material for the protection of the surface of the pavement. When rain appears imminent, all paving operations shall stop and all available personnel shall begin placing forms against the sides of the pavement and covering the surface of the unhardened concrete with the protective covering.

END OF SECTION 32 13 13

SECTION 32 92 23 - SODDING**PART 1 - GENERAL****1.1 SCOPE**

- A. This work shall consist of furnishing and planting viable Bermuda grass sod in accordance with these specifications. All areas which are not covered by pavement or structures shall be sodded, and/or areas utilized for construction staging.

PART 2 - PRODUCTS**2.1 SOD**

- A. Bermuda grass sod to be used as source material shall be a thick stand of common Bermuda grass growing on fertile topsoil. Types of Bermuda grass other than "Common" may not be used unless approved by the ENGINEER. The vegetative parts (rhizomes, stolons, and roots) of Bermuda grass shall be viable as indicated by a dense, deep rooted stand.
- B. The source for sod shall be free of reproducing parts of weeds classified as "Prohibited Noxious" and shall be as free of other legally "Restricted Noxious" plant materials as required by the Oklahoma Department of Agriculture Seed Law. The proposed source of sod will be approved by the ENGINEER before the beginning of sodding operations. Prior to approval, the area shall not be tilled or mowed. However, all vegetative growth exceeding 3 inches in height shall be mowed and the residue removed prior to harvesting the sod or sprigs.
- C. The sod shall be moist when excavated from the source and shall be kept moist until planted. Sod in storage which becomes dry, shall not be re-moistened and used, but shall be discarded.
- D. Sod material shall consist of vegetative parts (rhizomes, stolons and roots) of Bermuda grass with an appreciable quantity of adhering soil.
- E. Solid slab sod shall be rectangular slabs of Bermuda grass. Bermuda grass vegetative parts shall exist throughout the slab and shall be obtained from soils with a minimum P.I. of 3. The slab must have a dense vegetative growth and be capable of being transported in a condition closely resembling its original state.

2.2 FERTILIZER

- A. Fertilizer of 10 20 10 grade and ammonium nitrate (33.5% N), uniform in composition, free flowing and suitable for application with approved equipment shall be provided. The fertilizer shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State fertilizer laws, and bearing the name, trade name or trademark and warranty of the producer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Preparation of areas to be sodded shall include filling, reshaping of eroded areas, cleaning ditches and refinishing slopes to the established grading section. The area shall be cleared of all litter and debris.

3.2 APPLICATION

- A. The slabs of sod shall be placed soil side down. They shall be placed in rows, which on slopes shall run perpendicular to flow of water. Each slab shall fit tightly against the edge of adjoining slabs and shall be placed so that the vertical joints are not continuous across adjoining horizontal rows. Voids shall be filled with additional sod. All slabs shall be thoroughly pressed into firm contact with the soil underneath.
- B. After the slabs have been placed, the sodded area shall be thoroughly watered. When sufficiently dry, additional voids shall be filled with good soil and watered again. The area shall then be thoroughly watered daily for a period of at least seven days after placement.
- C. Soil moisture shall exist throughout the zone from 1 inch below the surface to at least 5 inches below the surface at the time of planting. The required moisture content of the soil may be estimated and judged closely by the hand squeeze test. The soil should readily form a tight cast when squeezed in the hand. The cast should break into two pieces without crumbling and without leaving excess water on the hand after casting.
- D. Fertilizer shall not be placed on hard or glazed surfaces. Fertilizer shall be applied at the rates shown on the plans or specifications.
- E. When satisfactory results can be obtained, disking for soil preparation, weed removal and incorporation of fertilizer may be accomplished in one operation.
- F. If a fertilizer containing phosphorous is specified, one half of the fertilizer shall be applied before placement of solid slab sod and shall then be incorporated into the soil by disking. After placement and compaction of the sod, the remaining one half of the fertilizer shall be applied and immediately incorporated into the soil with water.
- G. Fertilizer containing nitrogen only shall be applied after the sodding and sprigging operations have been completed.

3.3 SEASON

- A. If the construction work is not completed during the normal planting season (beginning April 15 through September 1), the CONTRACTOR shall seed the entire area with an approved temporary vegetative cover, such as wheat, oats or rye grass to prevent erosion until the following spring at which time the CONTRACTOR will be required to return and prepare the area to be sodded as specified above and sod the entire area with Bermuda grass as specified above at no additional cost to the OWNER. All areas

which have eroded will at this time be brought back to original line and grade as directed by the ENGINEER.

3.4 WATER SUPPLY

- A. The CONTRACTOR must make provisions to obtain water for this operation at his own expense. It will be the CONTRACTOR'S responsibility to transport the water to the area where it is needed.

END OF SECTION 32 92 23

SECTION 33 05 07.13 – DIRECTIONAL BORE

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. The work specified in this section consists of furnishing and installing underground utilities using the directional boring (horizontal directional drilling, HDD) method of installation also commonly referred to as guided horizontal boring. This work includes all services, equipment, materials, and environmental protection and restoration.

1.2 QUALITY ASSURANCE

- A. The requirement set forth in this document specifies a wide range of procedural precautions necessary to ensure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the ENGINEER'S approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the CONTRACTOR or their ultimate responsibility for the satisfactory completion of the work authorized under the contract.

1.3 SUBMITTALS

- A. Work Plan: Prior to beginning work, the CONTRACTOR must submit to the ENGINEER a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project.
- B. Equipment: CONTRACTOR will submit specifications on directional boring equipment to be used to ensure that the equipment will be adequate to complete the project. Spare inventory shall be included.
- C. Material: Specifications on material to be used shall be submitted to the ENGINEER. Material shall include the pipe, fittings and any other item which is to be an installed component of the project.
- D. Personnel: Documentation of training and relevant experience of personnel shall be submitted.

PART 2 – EQUIPMENT REQUIREMENTS

2.1 GENERAL

- A. The directional boring equipment shall consist of a directional boring rig of sufficient capacity to perform the bore and pullback the pipe, a boring fluid mixing and delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations along with trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with

sufficient supplies, materials, and spare parts on hand to maintain the system in good working order for the duration of this project.

2.2 BORING SYSTEM

- A. Boring Rig: The directional boring machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power boring operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The rig shall be grounded during boring and pull-back operations. Sufficient spares shall be kept on hand for any break downs which can be reasonably anticipated.
- B. Bore Head: The bore head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and boring fluid jets.
- C. Mud Motors (if required): Mud motors shall be adequate power to turn the required boring tools.
- D. Drill Pipe: Shall be constructed of high-quality, 4130 seamless tubing, grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36RC.

2.3 GUIDANCE SYSTEM

- A. The Guidance System shall be of a proven type and shall be set up and operated by personnel trained and experienced with this system. The operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system in using a magnetic system.

2.4 BORING FLUID (MUD) SYSTEM

- A. Mixing System: A self-contained, closed boring fluid mixing system shall be of sufficient size to mix and deliver boring fluid composed of bentonite clay, potable water, and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The boring fluid reservoir tank shall be of a sufficient capacity for that project. Mixing systems shall continually agitate the boring fluid during boring operations.
- B. Boring Fluids: Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 – 10. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Boring fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of the bore wall.

- C. Delivery System: The mud pumping shall be capable of delivering the boring fluid at a constant pressure. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used boring fluid and boring fluid spilled during operations shall be contained and properly disposed of. A berm, minimum of 12 inches high, shall be maintained around boring equipment, boring fluid mixing system, entry and exit pits and boring fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess boring fluid from containment areas to storage facilities.

2.5 OTHER EQUIPMENT

- A. Pipe Rollers: Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe.
- B. Pipe Reamers / Pullers: Hydraulic or pneumatic pipe rammers or pullers may only be used if necessary and with the authorization of the ENGINEER.

Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the ENGINEER prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within tolerances prescribed by the particular conditions of the project.

PART 3 – OPERATIONS

3.1 GENERAL

- A. The ENGINEER must be notified 48 hours in advance of starting work. The directional bore shall not begin until the ENGINEER is present at the job site and agrees that proper preparations for the operation have been made. The ENGINEER approval for beginning the installation shall in no way relieve the CONTRACTOR of the ultimate responsibility for the satisfactory completion of the work as authorized under the contract. It shall be the responsibility of the OWNER to provide inspection personnel at such time as appropriate without causing undue hardship by reason of delay to the CONTRACTOR.

3.2 PERSONNEL REQUIREMENTS

- A. All personnel shall be fully trained in their respective duties as part of the directional boring crew and in safety. Training shall be provided specific to the project if any potential hazards may be encountered which have not already been included in the personnel's training.

3.3 BORING PROCEDURE

- A. Site Preparation: Prior to any alterations to the work site, CONTRACTOR shall photograph or videotape the entire work area, including entry and exit points. One

copy shall be given to the ENGINEER and one copy shall remain with the CONTRACTOR for a period of one year following completion of the project.

The work site, as indicated on the drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. The CONTRACTOR shall confine all activities to the designated work areas.

- B. Bore Path Survey: Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on the drawings. If CONTRACTOR is using a magnetic guidance system, drill path will be surveyed for any surface geo-magnetic variations or anomalies.
- C. Environmental Protection: CONTRACTOR shall place silt fence between all boring operations and any drainage, wetland, waterway, or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or boring fluids spills shall be put in place, including berms, liners, turbidity curtains and other measures. CONTRACTOR shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200 feet of any water body or wet land.
- D. Utility Locates: CONTRACTOR shall notify all companies with underground utilities in the work area via the state or local "one call" to obtain utility locates. Once the utilities have been located, CONTRACTOR shall physically identify the exact location of the utilities by vacuum or hand excavation, when possible, in order to determine the actual location and path of any underground utilities which might be within 20 feet of the bore path. CONTRACTOR shall not commence boring operations until the location of all underground utilities within the work area have been verified.
- E. Safety: CONTRACTOR shall adhere to all applicable State, Federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to the ENGINEER.
- F. Pipe: Pipe shall be connected together in one length prior to pull-back operations. If space permits, pipe will be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.
- G. Pilot Hole: Pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100 feet. In the event that pilot dies deviate from the bore path more than 5% of depth in 100 feet, CONTRACTOR will notify ENGINEER and the ENGINEER may require CONTRACTOR to pull back and re-drill from the location along bore path before the deviation.

In the event that a boring fluid fracture, inadvertent returns or return loss occurs during pilot hole boring operations, CONTRACTOR shall cease boring, wait at least 30 minutes, inject a quantity of boring fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and then wait another 30 minutes. If mud fractured or return loss continues, CONTRACTOR will cease operations and notify ENGINEER. ENGINEER and CONTRACTOR will discuss additional options and work will then proceed accordingly.

- H. Reaming: Upon successful completion of pilot hole, CONTRACTOR will ream bore hole to a minimum of 25% greater than outside diameter of pipe using the appropriate tool. CONTRACTOR will not attempt to ream at one time more than the boring equipment and mid-system are designed to safely handle.
- I. Pull Back: After successfully reaming bore hole to the required diameter, CONTRACTOR will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations, CONTRACTOR will not apply more than the maximum safe pipe pull pressure at any time.

In the event that pipe become stuck, CONTRACTOR will cease pulling operations to allow any potential hydro-lock to subside and will commence pulling operations. If pipe remains stuck, CONTRACTOR will notify ENGINEER. ENGINEER and CONTRACTOR will discuss options and then work will proceed accordingly.
- J. Pipe Testing: Following successful pull back of pipe, CONTRACTOR will hydro test using potable water in accordance with ODEQ permits test requirements. A calibrated pressure recorder will be used to record the pressure during the test period. This record will be presented to the ENGINEER.

3.5 SITE RESTORATION

- A. Following boring operations, CONTRACTOR will de-mobilize equipment and restore the work site to original condition. All excavations will be backfilled and compacted to 95% of original density. Landscaping will be restored to original.

3.6 RECORD KEEPING, AS BUILT

- A. CONTRACTOR shall maintain a daily project log of boring operations and a guidance system log with a copy given to the ENGINEER at completion of the project. As-built drawings shall be certified as to accuracy by the CONTRACTOR.

END OF SECTION 33 05 07.13

SECTION 33 11 00 - WATERLINE AND SANITARY SEWER SPECIFICATIONS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This division shall consist of the material and construction specification of water distribution lines, sanitary sewer lines, appurtenances, and related work, at the locations and grades as set out on the plans or established by the ENGINEER.

1.2 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Submittal Procedures" and shall include:
 - 1. Shop Drawings:
 - a. Drawings shall show complete physical description and performance capabilities of the equipment, including, but not necessarily limited to dimensions, flange ratings, weights, materials of construction, assemblies, sectional views.
 - b. Hydraulic calculations and CV characteristics certifying the valve can meet all the design conditions attached to this specification.
 - 2. Operation and Maintenance Manuals: Manuals shall be prepared by the equipment manufacturer and shall also incorporate appropriate final certified shop drawings. Manuals may be the manufacturer's standard instructions but shall be supplemented as necessary to cover any special feature not included in standard material. O&M manuals shall include storage instructions, valve installation and adjustment procedures and troubleshooting procedures. Manuals shall be provided in hard copy and digital format fully indexed.

PART 2 - APPLICABLE SPECIFICATIONS

2.1 DESCRIPTION

- A. The specifications, standards, and publications, including the latest amendments thereto, listed in these specifications by basic designation only, form a part of this specification to the extent indicated by the references thereto.
- B. Specification 03 30 00 – Cast-In Place Concrete
- C. Specification 31 23 33 – Trenching, Backfilling, & Compaction
- D. Specification 32 12 16.39 – Plant Mix Bituminous Bases and Surfaces
- E. Specification 33 05 07.13 – Directional Bore
- F. Specification 33 31 30 – Pipe Busting

PART 3 - CAST IRON AND DUCTILE IRON PIPE, FITTINGS AND VALVES

3.1 DESCRIPTION

- A. The work under this item shall include furnishing, hauling, placing, and jointing of Cast Iron and Ductile Iron Pipe in the trench in specific conformity with the lines and levels given. For all pipe, the AWWA Standard for Installation of Cast Iron Water Mains, AWWA Designation C-600 shall govern the installation as applicable. The method of bedding shall be in accordance with Specification 31 23 33 and as shown on the plan Standard Details. If the paint is damaged, the valve shall be cleaned by wire-brushing and given two coats of black asphalt paint.

3.2 PIPE AND FITTINGS

- A. Where Ductile Iron Pipe (DIP) three (3) inches in diameter and larger is specified or required, it shall conform to, and be tested in accordance with, the current American Standard Specification for Ductile Iron Pipe, Centrifugally Cast in metal molds or sand-lined molds, for water or other liquids, AWWA Designation C 151 (ANSI A21.51). Ductile iron pipe less than three (3) inches in diameter shall conform to the manufacturer's standards, either centrifugally or statically cast with a minimum thickness of 0.25 inches. The ductile iron (nodular cast iron) shall conform to ASTM Specification A536 with physical properties of Grade 60-40-18. Length of joints shall be either eighteen or twenty feet. The minimum standard thickness of each size pipe shall be as follows:

<u>Pipe Size</u>	<u>Thickness Class</u>
3" thru 4"	51
6" thru 24"	50
30" thru 54"	51

For larger diameter or deep cover, special design will be provided.

- B. Where Cast Iron Pipe (CIP) is specified or required, it shall conform to, and be tested in accordance with, the American Standard for Gray Iron Pipe Centrifugally Cast in Metal Molds for water or other liquids, AWWA Designation C106. Lengths shall be either eighteen feet or twenty feet. Strength of iron shall be 18/40 and the minimum standard thickness of each size pipe shall be as follows:

<u>Pipe Size</u>	<u>Thickness Class</u>
3" thru 10"	22
12"	23
14" thru 24"	24
30" thru 48"	25

- C. Where Cast Iron Pipe (CIP) and Ductile Iron Fittings are specified or required, they shall conform to, and be tested in accordance with the American Standard for Gray Iron and Ductile Iron Fittings, 3-inch through 48-inch for water and other liquids, AWWA Designation C110. Pressure rating shall be 250 psi. All sleeves shall be the longest of the lengths allowed.

- D. The work under this item shall include all of the requirements specified under the item

of pipe, in that "pipe" is understood to also mean "bends, tees, crosses, sleeves, outlet assemblies and other specified fittings". Unless otherwise specified, outlet assemblies shall consist of a flanged outlet constructed into the wall of steel or concrete pipe. If cast or ductile iron pipe is used, the outlet shall consist of a tee with the outlet flanged. If a gate valve or butterfly valve is shown on the drawings to be attached to the outlet, the line side end shall be flanged, and the opposite end shall be bell or mechanical joint according to the item for valves. All bends, tees, crosses, outlet assemblies, and plugs shall be blocked with concrete as shown on the attached Standard Details, except where the fittings have flanged, welded, or harnessed joints, the ENGINEER may under certain conditions delete the blocking. Concrete blocking shall be placed so that joints are accessible for repair.

3.3 JOINTS

- A. Cast Iron and Ductile Iron Pipe and Fittings shall be jointed with any of the end types as specified below unless a particular end type is specified. Flange ends shall be used only where specifically noted on the drawings except that the valve connection end of all tapping sleeves shall be flanged.
- B. Push-on joints shall conform to, and be tested in accordance with, the American Standard for Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings, AWWA Designation C111.
- C. Mechanical joints shall conform to, and be tested in accordance with, the American Standard for Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings, AWWA Designation C111.
- D. Bell and spigot joints shall consist of square, braided, sterilized hemp and 99.73 percent pure lead caulking.
- E. Flange joints shall conform to the American Standard for Cast Iron Pipe Flanges and Flanged Fittings, A.S.A. Designation B.16.1.

3.4 LINING AND COATING

- A. All Cast Iron and Ductile Iron Pipe and Fittings shall be bituminous coated outside and cement-mortar lined inside with seal coat in accordance with American Standards for Cement Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water, AWWA Designation C104.

3.5 VALVES

- A. All valves shall be rated for 250 psi working pressure.
- B. Valve boxes shall consist of a cast iron valve box, encased with a concrete collar over a section of 6-inch PVC pipe, SDR-35 typically, which is of adequate length enabling the valve box to be set at ground level as shown on the standard drawings.

3.6 GATE VALVES

- A. Where gate valves are specified or required, they shall conform to, and be tested in accordance with, the AWWA Standard for Gate Valves, 3-inch through 48-inch NPS for Water and Sewage Systems, AWWA Designation C500. Valves shall have double disc parallel seats, non-rising stem, vertical mounting "O" ring stem seal, counterclockwise opening, and ends to fit the pipe or fitting to which attached.

3.7 BUTTERFLY VALVES

- A. Where butterfly valves are specified or required, they shall conform to, and be tested in accordance with the AWWA Standard for Rubber-Seated Butterfly Valves, AWWA Designation C504. Valves shall have operators which are side mounted with plumb, non-rising stems, counterclockwise opening, and have mechanical joint connections of the size shown on the plans. The operator shall be mounted so that the square operating nut on the valve can be operated from the top.

3.8 AIR RELIEF VALVES

- A. Where air relief valves are specified or required, the valve shall be heavy-duty combination air release and vacuum type for 300 psi water working pressure, tested to 300 psi unless otherwise specified, two-inch size. Body, cover, and baffle shall be cast iron. All internal parts to be either highest quality stainless steel or bronze, and the inside of valve coated with rust inhibitor. Air relief valves shall be set so that the square operating nut on the valve can be operated from the top. Construction standards for air relief valve vaults shall be the same as for manholes.

3.9 CHECK VALVES

- A. Where check valves are specified or required, they shall conform to, and be tested in accordance with the AWWA Standard for Swing Check Valves for Ordinary Water Works Service, AWWA Designation C508. They shall be horizontally mounted, single disc, swing type with a full diameter passage providing minimum pressure loss. Valves shall be of the non-slamming type designed for the future installation of outside lever and weight. Disc faces and seat rings shall be bronze. Ends shall fit the pipe or fitting to which attached (push-on, mechanical, bell and spigot, or flanged). Construction standards for check valve vaults shall be the same as for manholes.

3.10 TAPPING VALVES

- A. Tapping valves shall have the same features as above double disc gate valves and shall have piloted flange or centering lip on the valve flange to fit the tapping sleeve flange.

3.11 FIRE HYDRANTS

- B. Fire hydrants shall conform to the AWWA Standard for Dry-Barrel Fire Hydrants, AWWA Designation C502 as to design, composition, quality of materials, workmanship and shall be manufactured by Mueller, American, M & H, or approved equal by ENGINEER.
- C. All fire hydrants shall be 6" mechanical joint connection, 5-1/4" valve openings

furnished with two 2-1/2" nozzles, and one 4-1/2" pumper connection, with National Standard threads. Two 2-1/2" nozzles shall be spaced 180 degrees apart, with the 4-1/2" pumper nozzle centered between them.

- D. Hydrants shall be of the compression type and shall have incorporated in their design a special section or bolts which intentionally have a lower breaking point than the balance of the unit (traffic flange).
- E. Hydrants shall have a 1-1/2" pentagon shaped operating nut, open left and shall be sized for 3-1/2 feet depth of bury.
- F. All nozzles shall be equipped with chained caps provided with gaskets made of suitable plastic or neoprene.
- G. All fire hydrants shall be painted with two coats of Pittsburg, first line, or approved equal paint. Colors are to be designated by the OWNER'S Fire Department to conform with color-coding system.
- H. Where fire hydrant extensions are specified or required, they shall be of the proper design to accommodate the make of fire hydrant installed.

3.12 CONSTRUCTION

- A. Proper implements, tools and facilities satisfactory to the ENGINEER shall be provided and used by the CONTRACTOR for the safe and convenient performance of the work. All pipe, valves and hydrants shall be carefully lowered into the trench piece by piece by means of a derrick, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench. If damage occurs to any pipe or water main accessories in handling, the damage shall be immediately brought to the ENGINEER'S attention. The ENGINEER shall prescribe corrective repairs or rejection of the damaged items. All pipe and fittings shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation in final position. Defective pipe or fittings shall be laid aside for inspection by the ENGINEER, who will prescribe corrective repairs or rejection. All lumps, blisters, and excess coating shall be removed from the bell and spigot end of each pipe, and the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry and free from oil and grease before the pipe is laid.

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe. As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved backfill material tamped under it except at the bells. Precautions shall be taken to prevent dirt from entering the joint space.

1. Joining of Push-On Joint Pipe: The inside of the bell and the outside of the spigot

end shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter. The circular rubber gasket shall be flexed inward and inserted in the gasket recess of the bell socket.

A thin film of gasket lubricant shall be applied to either the inside surface of the gasket or the spigot end of the pipe or both. Gaskets lubricant shall be as supplied by the pipe manufacturer and approved by the ENGINEER.

The spigot end of the pipe shall be entered into the socket with care used to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the bottom of the socket with a forked tool, jack-type tool or other device approved by the ENGINEER.

Pipe that is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint. Field-cut pipe lengths shall be filed or ground to resemble the spigot end of such pipe as manufactured.

2. Joining of Mechanical-Joint Pipe: The outside of the spigot and inside of the bell of mechanical-joint pipe shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter from the joint, and then a thin film of gasket lubricant shall be applied to either the inside surface of the gasket or the spigot end of the pipe or both. Gasket lubricant shall be as supplied by the pipe manufacturer and approved by the ENGINEER.

The cast-iron gland shall be coated with the lubricant and placed on the spigot end with the thick edge toward the gland. The entire section of the pipe shall be pushed forward to seat the spigot end in the bell. The gasket shall then be pressed into place within the bell; care shall be taken to locate the gasket evenly around the entire joint.

When tightening bolts, the gland shall be brought up toward the pipe flange evenly, maintaining approximately the same distance between the gland and the face of the flange at all points around the socket. This shall be done by partially tightening the bottom bolt first then the top bolt, next the bolts at either side, and last, the remaining bolts. This cycle should be repeated until all bolts are within the range of torques as shown below:

Bolt Size (Inches)	Range of Torque (Ft. – Lb.)	Length of Wrench (Inches)
5/8	40 – 60	8
3/4	60 – 90	10
1	70 – 100	12
1 1/4	90 – 120	14

The torque loads may be applied with torque-measuring or torque-indicating wrenches, which may also be used to check the application of approximate torque loads applied by men trained to give an average pull on a definite length or regular socket wrench. If effective sealing is not attained at the maximum torque indicated, the joint should be disassembled, thoroughly cleaned, and reassembled. Overstressing of bolts to compensate for poor installation practice shall not be allowed.

3. For waterlines, all fittings or specials included as pipe shall be blocked in accordance with the attached Standard Details.
 4. For sanitary sewers, a joint between cast iron pipe and vitrified clay pipe or reinforced concrete pipe shall be made with special adapters as approved by the ENGINEER. If adapters are not available, the joint shall be made as instructed by the ENGINEER and encased with concrete one foot (1 ft.) each side of the joints and six inches (6) in thickness.
- I. Fire hydrants shall be located as shown or as directed to provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians.
1. When placed behind the curb, the hydrant barrel shall be set so that no portion of the pumper or hose nozzle cap will be closer than three (3) feet nor more than six (6) feet from the face of the curb.
 2. When set in the lawn space between the curb and the sidewalk, no portion of the hydrant or nozzle cap shall be within six (6) inches of the sidewalk.
 3. All hydrants shall stand plumb and shall have their nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb, and centerline nozzles at least eighteen (18) inches above the ground.
 4. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve, unless otherwise specified.
 5. Each hydrant shall be placed upon a slab of stone or concrete not less than six (6) inches thick and fifteen (15) inches square. The rear side of the hydrant, opposite the pipe, shall be blocked with concrete or stone, firmly wedged between the hydrant and the vertical face of the end of the trench of undisturbed earth or it shall be tied to the pipe with suitable straps or metal tension rods as shown on the standard drawings or as directed by the ENGINEER.
 6. Dry walls shall be constructed of crushed stone or coarse gravel having a volume of approximately one-half cubic yard and shall be placed beneath and around the drain ports of the hydrant so the hydrant will properly drain when closed.
 7. Fire hydrant extensions shall be required to bring the fire hydrant up to the existing or proposed grade of the surrounding areas, whereby an 18-inch minimum distance from the ground level to the center of the pumper nozzle may be obtained as shown on the standard drawings.

3.13 METHOD OF PAYMENT

- A. Cast Iron and Ductile Iron Pipe (CIP and DIP) shall be measured for payment by the linear foot of pipe of the size specified in the proposal and shown on the plans and placed as shown on the drawings. Total footage shall be the actual horizontal measurement along the center line of the pipe. No additional payment shall be made for vertical bends in the pipe, fittings used with drop manholes, fittings or specials not included in this specification, or for concrete blocking.
- B. Deductions will not be made for bends or specials.

3.14 BASIS OF PAYMENT

- A. Accepted quantities of Cast Iron and Ductile Iron Pipe (CIP and DIP) measured as provided above, will be paid for at the contract unit price for:

Cast Iron Pipe Lineal Feet

Ductile Iron Pipe. Lineal Feet

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 4 - STEEL PIPE AND FITTINGS

4.1 DESCRIPTION

- A. The work under this item shall include furnishing, hauling, placing, and jointing of steel pipe in the trench in specific conformity with the lines and levels given. For all lines, the AWWA Standard for Installation of Cast Iron Water Mains, AWWA Designation C-600 shall govern the installation, as applicable. The method bedding shall be in accordance with Specification 31 23 33 and as shown on the attached Standard Details. The drawings show the plan and grade for the pipeline. The CONTRACTOR shall submit detail drawings to the ENGINEER for approval, showing his proposed method of laying the pipe to these grades. All pipelines to be crossed shall be located before these drawings are prepared. Fittings or specials included as pipe shall be blocked in accordance with the attached Standard Details

4.2 PIPE AND FITTINGS

- A. Where steel pipe is specified or required, it shall conform to the AWWA Standard for Steel Water Pipe 6-inches and larger, AWWA Designation C200. Only the following mill pipes specified under AWWA C200 shall be acceptable: ASTM A139, Grades B and C; ASTM A53, Grade B; ASTM A135, Grade B. Only the following steel plate fabricated under ASTM A134 shall be acceptable: ASTM A36, ASTM A572.
- B. All pipe shall be hydrostatically tested to 80% of the minimum yield point with the hydrostatic test pressure indicated on shop fabrication drawings. AWWA Designation C200 shall govern the testing. Pipe length shall be not less than 35 feet per joint, except for specials unless otherwise noted. There shall be no more than one longitudinal or girth seam per section. Nominal pipe diameter and steel thickness shall be as specified on the drawings. The diameter shown is the required inside diameter of steel pipe if coal tar lining is used or inside diameter of lining if mortar lining is used.
- C. All pipe shall be manufactured by an established manufacturer who has had at least three (3) years' experience in successfully building this type of pipe. Openings for air valves, main connections, and blow-off connections must be provided with suitable reinforcements around the opening, welded to the body of the pipe. Openings of the sizes shown on the drawings shall be furnished with steel blind flanges of proper strength to withstand the working pressure of the line where no other provision is made for closing the openings. The pipe shall have ends for slip joints for field welding,

beveled ends for field welding, beveled ends for field butt welding, or plain ends for mechanically coupled field joints.

- D. Twenty-four inch (24") or smaller pipe shall be manufactured with ends of true circular shape, free from indentations, projections, or roll marks for a distance of eight inches (8") from the end of the pipe. This shall be done by hydraulic expansion or some other method satisfactory to the ENGINEER. The outside diameter of the pipe shall be true enough in dimension to permit the passage for a distance of eight inches (8") from the end of the pipe a ring gauge with a bore three-thirty seconds (3/32") of an inch larger than the outside diameter of the pipe.
- E. Where steel fittings or special fittings are specified or required, they shall conform to all of the steel pipe specification requirements and to the AWWA Standard for Dimensions for Steel Water Pipe Fittings, AWWA Designation C208. Where fittings and specials are fabricated from mill pipe, they shall be fabricated from pipe hydrostatically tested to 80% of the pipe steel yield point with mitered joints dye checked for welding flaws. Where fittings and specials are fabricated from plate, they shall be hydrostatically tested to 80% of the minimum plate steel yield point. Changes in line and grade shall be made by steel specials or in the joints. Steel specials shall be used wherever the angle exceeds ten degrees (10°).
- F. Where field cutting of steel pipe is permitted, pipe shall be cut by sawing. The inside lining shall be removed for a minimum of eight inches each side of the cut and the pipe surface shall be cleaned and brushed to bright metal. After welding, the inside lining shall be replaced in accordance with AWWA C203.
- G. All steel blind flanges supplied in accordance with Section 405 shall be ASTM A36 Steel, 5/8-inch thick with approved gaskets and bolts. All bolts shall be carbon steel ASTM A307 Grade A only, in accordance with AWWA C207.
- H. The work under this item shall include all of the requirements specified under the item of pipe, in that "pipe" is understood to also mean "bends, tees, crosses, sleeves, outlet assemblies and other specified fittings". Unless otherwise specified, outlet assemblies shall consist of a flanged outlet constructed into the wall of steel or concrete pipe. If cast or ductile iron pipe is used, the outlet shall consist of a tee with the outlet flanged. If a gate valve or butterfly valve is shown on the drawings to be attached to the outlet, the line side end shall be flanged, and the opposite end shall be bell or mechanical joint according to the item for valves. All bends, tees, crosses, outlet assemblies, and plugs shall be blocked with concrete as shown on the attached Standard Details, except where the fittings have flanged, welded, or harnessed joints, the ENGINEER may under certain conditions delete the blocking. Concrete blocking shall be placed so that joints are accessible for repair.

4.3 JOINTS

- A. Steel Pipe and fittings shall be jointed with any of the end types as specified below unless a particular end type is specified. Flange ends shall be used only where specifically noted on the drawings.
- B. Welded joints shall conform to, and be tested in accordance with, the AWWA Standard

for Field Welding of Steel Water Pipe, AWWA Designation C206.

- C. Mechanically coupled joints shall consist of Dresser Couplings, Style 38, or equal, or as specified on the drawings.
- D. Flanged joints shall conform to the AWWA Standard for Steel Pipe Flanges for Waterworks Service Size 4-inch through 144-inch, AWWA Des. C207, Class E.

4.4 LINING AND COATING

- A. Steel pipe and fittings shall be lined in accordance with the AWWA Standard for Cement Mortar Protective Lining and Coat for Steel Water Pipe, AWWA Designation C205, or the AWWA Standard for Coal-Tar Enamel Protective Coatings for Steel Water Pipe, AWWA Designation C203. The exterior of all underground pipe shall be cleaned, primed, and coated with coal-tar enamel, fibrous glass mat, and a bonded asbestos felt wrapper, and with either a whitewash coating or a final wrap of kraft paper, and the exterior of all above ground pipe shall be cleaned, primed, and painted, all in accordance with the AWWA Standard for Coal-Tar Enamel Protective Coatings and Linings for Steel Water Pipe, AWWA Designation C203, or in accordance with the AWWA Standard for Chlorinated Rubber-Alkyd Paint System for the Exterior of Above Ground Steel Water Piping.
- B. If mechanical couplings are used for field joints, the ends of the pipe shall be primed and enameled before the pipe is laid. If field welding is used, the pipe joints shall be furnished with the inside lining and outside coating held back twelve inches on each end for field welding. All of the lining and coating, including any field touch-up work, shall be done under the direction of the manufacturer of the lining and coating to the satisfaction of the ENGINEER. The lining at the joints on welded pipe may be patched with a minimum of two (2) coats of a coal tar or epoxy-based paint which shall be compatible with the interior lining and which shall impart no taste or odor to the water in the lines.

4.5 CONSTRUCTION

- A. If joints are field-welded, they shall develop the full strength of the pipe. The CONTRACTOR shall file with the ENGINEER a description of the method of welding which he proposes to use, the name of the individual or company who will do the welding, and a statement regarding the previous experience of such individual or company in this particular line of work. If requested, coupons shall be cut across the field welds and tested by an approved testing laboratory. The line may be welded continuously with provisions for slack in the line, or in sections to be lowered in the trench and connected by a position weld.
- B. If joints are to be mechanically coupled, sections up to 240 feet may be coupled and lowered carefully into the ditch. Electrical continuity shall be provided at all joints. Preparation for, protection of, and repair of pipe coating and lining, and coating of mechanical couplings shall conform to the applicable section of these specifications.

4.6 METHOD OF PAYMENT

- A. Steel pipe shall be measured for payment by the linear foot of pipe specified in the proposal and placed as shown on the drawings. Total footage shall be the actual horizontal measurement along the centerline of the pipe. No additional payment shall be made for vertical bends in the pipe, fittings used with drop manholes, fittings or specials included as pipe, or for concrete blocking.

4.7 BASIS OF PAYMENT

- A. Accepted quantities of steel pipe measured as provided above, will be paid for at the contract unit price for:

STEEL PIPE Lineal Feet

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 5 - REINFORCED CONCRETE PIPE AND FITTINGS

5.1 DESCRIPTION

- A. The work under this item shall include furnishing, hauling, placing and jointing of reinforced concrete pipe (RCP) in the trench in specific conformity with the lines and levels given.

5.2 PIPE AND FITTINGS

- A. Where reinforced concrete pipe (RCP) and fittings are specified or required for waterlines, they shall conform to and be tested in accordance with the AWWA Standard for Prestressed Concrete Pressure Pipe, Steel Cylinder Type, for Water and Other Liquids, AWWA Designation C301. All pipe shall be manufactured by an established manufacturer who has had at least three years' experience in successfully building this type of pipe. All specials and fittings shall be either of Type A or Type B and must be built to the details furnished by the manufacturer and approved by the ENGINEER. Each special and each length of straight pipe shall be plainly marked to indicate the head for which the pipe is designed and to indicate where the pipe will be used by reference to the layout drawings.
- B. Where reinforced concrete pipe (RCP) and fittings are specified or required for sanitary sewers, they shall conform to and be tested in accordance with the specifications for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, ASTM Designation C76, Class as shown on the drawings. No lengths of pipe shall be less than eight feet. All concrete pipe shall be coated inside with two (2) coats of a coal-tar base paint (Standard Inertol®, or approved equal), with a twenty-four hour drying period between coats.

5.3 JOINTS

- A. Reinforced concrete pipe and fittings for waterlines shall be jointed according to AWWA Standard for Prestressed Concrete Pressure Pipe Steel Cylinder Type, for Water and Other Liquids, AWWA Designation C301.
- B. Reinforced concrete pipe and fittings for sanitary sewer shall be jointed with a single natural rubber or neoprene gasket and cement mortar formed by a diaper. It shall be formed in a continuous ring of suitable cross sections and of such size as to assure a watertight joint. Each length of pipe shall be provided with bell-and-spigot ends formed in the concrete wall. The spigot end shall contain a groove so that the gasket will be enclosed and compressed on four surfaces when the joint is in final position. All jointing materials shall be used in accordance with the manufacturer's instructions and subject to approval of the ENGINEER.

5.4 CONSTRUCTION

- A. For waterlines, the AWWA Standard for Installation of Cast Iron Water Mains, AWWA designation C-600, shall govern the installation as applicable. The method of bedding shall be in accordance with Specification 31 23 33 and as shown on the attached Standard Details. The drawings show the plan and grade for the pipeline. The CONTRACTOR shall submit detailed drawings to the ENGINEER for approval, showing the proposed method of laying the pipe to these grades. All pipelines to be crossed shall be located before these drawings are prepared. The ends of the pipes to be jointed shall be cleaned immediately prior to joining and the rubber gasket thoroughly lubricated with a thin film of gasket lubricant before it is placed in position on the spigot end.
- B. Gasket lubricant shall be as supplied by the pipe manufacturer and approved by the ENGINEER. Extreme care shall be taken in moving the spigot end of the pipe into the bell end of previously laid pipe. If the gasket is damaged or moved out of place, the new pipe shall be removed, and a new gasket applied before rejoining. Any lubricant remaining on the exposed concrete surfaces inside or outside the pipe shall be completely removed. Fittings or specials included as pipe shall be blocked in accordance with the attached Standard Details.
- C. For sanitary sewers, the methods of laying pipe, foundation, and grade specified under Pipe, Vitrified Clay, shall apply. All pipe shall be installed with the mark "C-76" visible on the top of the pipe. The ends of the pipes to be jointed shall be cleaned immediately prior to joining and the rubber gasket thoroughly lubricated with gasket lubricant before it is placed in position on the spigot end. Extreme care shall be taken in moving the spigot end of the pipe into the bell end of the previously laid pipe. If the gasket is damaged or moved out of place, the new pipe shall be removed, and a new gasket applied before rejoining.
- D. For all lines, after the pipe has been jointed, a band at least 5-1/2 inches wide shall be placed around the outside of the pipe at the joint. This band shall serve as a form for placing 1:1 cement mortar grout in the external recess formed by the face of the groove and the shoulder of the tongue. If a reinforced paper joint bank is used, it shall be drawn up tight around the pipe and the backfill tamped against it up to the spring line before pouring the grout. If a cloth band is used, it shall be wired around the outside

of the pipe, and the grout poured before backfilling. On all pipes, the joint space remaining on the inside of the pipe shall be filled with a stiff mixture of 1:1 cement mortar which shall be troweled in place to produce a continuous, smooth, flush surface across the joint.

5.5 METHOD OF PAYMENT

- A. Reinforced Concrete Pipe (RCP) shall be measured for payment by the linear foot of pipe of the size specified in the proposal and on the plans and placed as shown on the drawings. Total footage shall be the actual horizontal measurement along the centerline of the pipe. No additional payment shall be made for vertical bends in the pipe, fittings used with drop manholes, fittings or specials included as pipe, or for concrete blocking.

5.6 BASIS OF PAYMENT

- A. Accepted quantities of Reinforced Concrete Pipe (RCP), measured as provided above, will be paid for at the contract unit price for:

REINFORCED CONCRETE PIPE (RCP) Lineal Feet

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 6 - THERMOPLASTIC POLYVINYL CHLORIDE (PVC) WATER PIPE AND FITTINGS

6.1 DESCRIPTION

- A. Thermoplastic Polyvinyl Chloride (PVC) water pipe 6 to 12-inches in size shall be allowed in the distribution system of the OWNER. The AWWA Standard for the installation of PVC water mains, AWWA Designation C-605 shall govern the installation, as applicable.

6.2 PIPE AND FITTINGS

- A. Where thermoplastic polyvinyl chloride (PVC) water pipe is specified or required, it shall conform to the AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4-inch through 12-inch, for water, AWWA Designation C900. PVC pipe shall conform to the dimensions shown in Table 2 of AWWA C900, Dimensions and Pressure Classes for Dimension Ratio (DR) for PVC 1120 Pipe with Cast Iron Pipe Equivalent ODS. The minimum DR shall be in accordance with the plans and the minimum working pressure rating shall be 150 psi.
- B. Fittings for PVC pipe 8-inches in diameter and smaller shall be Cast Iron Short Body Fittings in accordance with AWWA C110 specification for Cast Iron Fittings, 2-inch through 48-inch, for Water and Other Liquids. All fittings shall be designed and rated for 250 psi water working pressure.

- C. The work under this item shall include all of the requirements specified under the item of pipe, in that "pipe" is understood to also mean "bends, tees, crosses, sleeves, outlet assemblies and other specified fittings". Unless otherwise specified, outlet assemblies shall consist of a flanged outlet constructed into the wall of steel or concrete pipe. If cast or ductile iron pipe is used, the outlet shall consist of a tee with the outlet flanged. If a gate valve or butterfly valve is shown on the drawings to be attached to the outlet, the line side end shall be flanged, and the opposite end shall be bell or mechanical joint according to the item for valves. All bends, tees, crosses, outlet assemblies, and plugs shall be blocked with concrete as shown on the attached Standard Details, except where the fittings have flanged, welded, or harnessed joints, the ENGINEER may under certain conditions delete the blocking. Concrete blocking shall be placed so that joints are accessible for repair.

6.3 JOINTS

- A. Jointing of plastic pipe shall be accomplished by push-on type joints. Push-on joints consisting of a rubber "O" ring shall be used. The CONTRACTOR shall furnish to the ENGINEER details of the proposed joint in triplicate for approval before any such jointing material is delivered to the job site.

6.4 CONSTRUCTION

- A. Pipe shall be laid to the lines and grades established by the ENGINEER. The bottom of the trench shall be relatively uniform and in no case shall pipe be laid on rock. Where rock is encountered, Class "A" bedding shall be required.
- B. Long plastic pipelines, over three hundred feet (300 ft.) in length without an abrupt change in direction, shall be "snaked" in the trench to provide for expansion and contraction. Snaking shall be equivalent to the pipe touching opposite sides of a twenty-four inch (24) wide trench within a distance of eighty feet (80 ft.). It is recommended that, during warm weather, whenever practical, pipelines be filled with cold water or allowed to cool overnight before backfilling trench. Push-on joints shall be made with extreme care and by following the manufacturer's recommendation as to installation procedures. If the design of the joint permits for linear expansion of the pipe, the trench width may be reduced. Adequate thrust blocks as approved by the ENGINEER will be required at all bends, tees, and crosses.

6.5 METHOD OF PAYMENT

- A. Thermoplastic Polyvinyl Chloride (PVC) water pipe shall be measured for payment by the linear foot of pipe of the size specified in the proposal and on the plans and placed as shown on the drawings. Total footage shall be the actual horizontal measurement along the centerline of the pipe. No additional payment shall be made for vertical bends in the pipe.

6.6 BASIS OF PAYMENT

- A. Accepted quantities of Thermoplastic Polyvinyl Chloride (PVC) water pipe, measured as provided above, will be paid for at the contract unit price for:

THERMOPLASTIC POLYVINYL CHLORIDE (PVC) PIPE Lineal Feet

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 7 - TYPE PSM POLYVINYL CHLORIDE (PVC) SEWER PIPE AND FITTINGS

7.1 DESCRIPTION

- A. Type PSM Polyvinyl Chloride (PVC) sewer pipe ranging in size from 4 inches to 15 inches, may be installed within the OWNER'S collection system, as approved by the ENGINEER. The work under this item shall include furnishing, hauling, placing, and joining of PVC sewer pipe within the trench in specific conformity with lines and levels given. For all pipe, the ASTM Standard 2321-89 "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" shall govern with respect to installation of the pipe. The method of bedding shall be in accordance with PART 5 of this specification and any exceptions listed below, and as shown on the attached standard details.

7.2 PIPE AND FITTINGS

- A. Where Type PSM polyvinyl chloride (PVC) sewer pipe is specified or required, it shall conform to ASTM Standard D3034-94 "Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings". Nominal pipe diameter may be from 4 inches to 15 inches in size. All PVC sewer pipe shall have a minimum pipe stiffness of 115 psi and shall have a Standard Thermoplastic Pipe Dimension Ratio (SDR) in accordance to the plans. The pipe shall be made of PVC plastic having a cell classification of 12454-B or 12454-C or 12364-C or 13364-B (with minimum tensile modulus of 3450 MPa (500,000 psi) as defined in ASTM Standard D1784. The pipe shall be clearly marked at intervals of 1.5 meters (5 ft.) or less, and the markings shall indicate manufacturer's name or trademark and code, nominal pipe size, the cell classification, the designation "Type PSM SDR-XX PVC Sewer Pipe", and the designation "Specification D3034". The fittings shall be marked with manufacturer's name or trademark, nominal size, the material designation "PVC", PSM, and the designation "Specification D3034".

7.3 JOINTS

- A. Jointing of plastic pipe shall be accomplished by push-on type joint, with an elastomeric seal conforming to ASTM Standard D3212-92 "Standard Specification for Joint for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals". The CONTRACTOR shall furnish to the ENGINEER details of proposed joint in triplicate for approval before any such jointing material is delivered to the job site.

7.4 CONSTRUCTION

- A. The pipe shall be laid on a firm foundation as required in over-excavated areas, and a bedding with a minimum thickness of 4 inches (6 inches in rock cuts). Haunching material shall be placed to the springline of the pipe and be installed in layers with a maximum thickness of 6 inches. The haunching material shall be worked around the pipe by hand, and the shovel slicing method to provide uniform support of the pipe. The initial backfill shall be placed in layers to a minimum depth of 6 inches to the top of the pipe and be placed in layers with a maximum thickness of 6 inches. All material for foundation, bedding, haunching and initial backfill shall be compacted to 85% or 95% of Standard Proctor as required according to the USCS soil classification system, and in conjunction with ASTM Standard D2321-89. Maximum particle size for all backfill material shall be 3/4 inch. All backfill shall be free from clods, lumps, boulders and frozen matter.
- B. Place pipe and fittings in the trench with the invert conforming to the required elevations, slopes and alignment. Provide bell holes in the pipe bedding, no larger than necessary, in order to ensure uniform pipe support. Fill all voids under the bell by working in bedding material. In special cases where the pipe is to be installed to a curved alignment, maintain angular "joint deflection" (axial alignment) or pipe bending radius, or both, within acceptable design limits.
- C. Comply with manufacturers recommendation for assembly of joint components, lubrication, and making of joints. When pipe laying is interrupted, secure piping against movement and seal open ends to prevent the entrance of water, mud, or foreign material.
- D. For elastomeric seal joints conforming to ASTM D3212-92 "Standard Specification for Joints for Drain and Sewer Plastic Pipe Using Flexible Elastomeric Seal", the pipe ends shall be marked to indicate insertion stop position and ensure that the pipe is inserted into pipe or fitting bells to this mark. Push spigot into bell using methods recommended by the manufacturer, keeping pipe true to line and grade. Protect end of the pipe during homing and do not use excessive force that may result in over-assembled joints or dislodged gaskets. If full entry is not achieved, disassemble and clean the joint and reassemble. Use only lubricant supplied or recommended for use by the pipe manufacturer. Do not exceed manufacturer's recommendation for angular "joint deflection" (axial alignment).
- E. Where coarse and open-graded material is placed adjacent to finer material and within anticipated ground water elevations, a geotextile filter fabric shall be placed around the bedding and initial backfill material to prevent the migration of the surrounding fines into the open voided area.
- F. After installation of the pipe has been completed and air tested, the CONTRACTOR shall pull a mandrel that has been machined to 5% of the inside diameter of the pipe from manhole to manhole. The pulling of the mandrel shall be performed no earlier than 30 days from the date of the air testing.

7.5 METHOD OF PAYMENT

- A. Type PSM Polyvinyl Chloride (PVC) sewer pipe shall be measured for payment by linear foot of pipe of the size specified in the proposal and on the plans and placed as shown on the drawings. Total footage shall be the actual horizontal measurement along the centerline of the pipe. No additional payment shall be made for vertical bends in the pipe or fittings used with drop manholes.

7.6 BASIS OF PAYMENT

- A. Accepted quantities of Polyvinyl Chloride (PVC) sewer pipe, measured as provided above, will be paid for at the contract price for:

Polyvinyl Chloride (PVC) Sewer Pipe Lineal Feet

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 8 – HDPE PIPE AND FITTINGS

8.1 DESCRIPTION

- A. This specification covers the material, joining methods, and general installation practice for high density polyethylene pipe (HDPE) piping systems for use as indicated on the drawings. For all pipe, it must be installed in accordance with AWWA C901 and C906.

8.2 PIPE AND FITTINGS

- A. All materials shall be manufactured from a PE 4710 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D3350 with a minimum cell classification of 445474C or 445574C. HDPE pipe and fittings shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. HDPE products shall be homogenous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.
- B. Pipe shall be made of HDPE material with a minimum material designation code of PE 4710 and with a minimum Cell classification as noted in Section A. The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black of not less than 2 percent. The manufacturer of the HDPE resin shall certify the cell classification indicated.
- C. Pipe sizes 3" DIPS/4" IPS and larger shall have a manufacturing standards of ASTM F714, while IPS pipe 3" and smaller shall be manufactured to the dimensional requirements listed in ASTM D3035. Dimension Ratio (DR) and Outside Diameter (IPS/DIPS) shall be as specified on plans.

- D. Pipe shall be manufactured by an ISO 9001 certified manufacturer. The pipe manufacturer shall have an ongoing Quality Control program for incoming and outgoing materials and shall assure that the pipe will meet the material requirements of this specification. HDPE resins for manufacturing of pipe shall be checked for density, melt flow rate, and decontamination. For potable water systems the facility shall have the necessary testing equipment to verify that pipe meets the AWWA and NSF standards. Pipe shall be checked for outside diameter, wall thickness, length, and surface finish on the inside and outside. The manufacturer's production facilities shall be open for inspection by the Owner or Engineer.
- E. All pipe may be color coded for the intended service. When required, the color coding shall be permanently co-extruded stripes on the pipe outside surface as part of the pipe's manufacturing process. Painting HDPE pipe to accomplish color coding is not permitted.
- F. All fabricated elbows, tees, reducing tees and end caps shall be produced and meet the requirements of ASTM F2206, as manufactured by ISCO Industries, Inc or other approved manufacturer holding an ISO 9001 quality system certificate. Each fitting will be marked per ASTM F2206 section 10 including the nominal size and fitting EDR, which will meet or exceed the pipe DR identified for the project. Fabricated fittings shall be manufactured using a data recording device to record fusion pressure and temperature and shall be stamped with unique joint number that corresponds to the joint report. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained for a minimum of 5 years as part of the quality control and will be available upon request of owner. Test results to validate ASTM F2206 section 7.3 and 9 shall be provided to owner or owner's representative upon request.
- G. Fittings shall have a minimum pressure rating equal to or greater than the pipe to which they are joined unless otherwise specified on the plans or accepted by ENGINEER.
- H. The work under this item shall include all of the requirements specified under the item of pipe, in that "pipe" is understood to also mean "bends, tees, crosses, sleeves, outlet assemblies and other specified fittings". Unless otherwise specified, outlet assemblies shall consist of a flanged outlet constructed into the wall of steel or concrete pipe. If cast or ductile iron pipe is used, the outlet shall consist of a tee with the outlet flanged. If a gate valve or butterfly valve is shown on the drawings to be attached to the outlet, the line side end shall be flanged, and the opposite end shall be bell or mechanical joint according to the item for valves. All bends, tees, crosses, outlet assemblies, and plugs shall be blocked with concrete as shown on the attached Standard Details, except where the fittings have flanged, welded, or harnessed joints, the ENGINEER may under certain conditions delete the blocking. Concrete blocking shall be placed so that joints are accessible for repair.
- I. Bolted Connections
 - 1. Flanged and Mechanical Joint Adapters can be made to ASTM D3261. Flange adapters, if machined, may also meet the requirements of ASTM F2880. Flanges and MJ Adapters shall be fused onto the pipe and have a minimum pressure rating equal to or greater than the pipe unless otherwise specified on the plans.

2. Metallic back-up rings (Van-Stone style lap joint flanges), shall have a radius on the inside diameter of the bore so as to be compatible with AWWA C207 Class D (or B or E), ASME/ANSI B 16.5 Class 150, ASME/ANSI B 16.1 Class 125, or ASME/ANSI B16.47 Series A.
3. Flange assemblies shall be assembled and torqued according to PPI TN-38, "Bolt Torque for Polyethylene Flanged Joints."

J. Mechanical Fittings

1. The use of mechanical coupling and saddles shall be approved by the ENGINEER prior to installation. Mechanical fittings shall be designed for use an compatible with HDPE pipe.
2. Coupling without self-restraining capabilities (integrated serrated teeth or grippers) shall include a plan for external restraint or isolation from pipeline generated forces.
3. Mechanical saddles shall have wide straps for distribution of clamping loads. No U-Bolts shall be allowed.
4. When required by mechanical coupling manufacturer, pipe stiffeners shall be employed to support the interior wall of the HDPE. The stiffeners shall support the pipe's end and control the "necking down" reaction to the pressure applied during normal installation. The pipe stiffeners shall be formed of 304 or 316 stainless steel, with a wedged style design to fit the HDPE manufacturers published average inside diameter of the specific size and DR of the HDPE.

8.3 EQUIPMENT

- A. All fusion equipment, whether new or used, rented or owned, shall comply with the requirements of ISO 12176-1 "Equipment for Fusion Jointing Polyethylene Systems".
- B. Butt Fusion
1. Butt fusion equipment must be in satisfactory working order and the hydraulic system must be leak free. Heater plates shall be free from scrapes, gouges, and have a consistent clean coated surface. The pressure gauge and thermometer should be properly calibrated. When requested by the ENGINEER, records showing a maintenance service or inspection within 3 months prior to use for this project shall be provided.
 2. For 16" and larger pipe sizes, the butt fusion machine shall be capable of autonomously calculating the drag pressure and perform the shift sequence autonomously.

3. For 6" and larger pipe sizes, the pipe butt fusion machine shall be a self-contained hydraulic fusion machine capable of butt fusing HDPE pipe. The carriage must be removable from the chassis for in-ditch use. The machine must be compatible with an electronic data recording device. Accessories will include all butt fusion inserts for the specified range of pipe sizes, a pyrometer kit for checking the surface temperature of the heater, extension cord of appropriate gauge (25' minimum), and hydraulic extension hoses (minimum of four). The butt fusion machine will be McElroy, or approved equivalent.
 4. In areas where there may be insufficient space for layout of the entire length of fused pipe to be pulled-back, the Contractor shall utilize a continuous HDPE pipe fusion equipment such as a PolyHorse by McElroy or other means in order to fuse the length of pipe necessary for the installation.
- C. Electrofusion processors shall be maintained and calibrated per manufacturer's requirements and recommendations.

8.4 JOINTS

- A. All HDPE pipe shall be joined to by the heat fusion process which produces homogeneous, sealed, leak-tight joints. Tie-ins between sections of HDPE pipe shall be made by butt fusion whenever possible.
- B. Butt Fusion
1. The pipe shall be joined by the butt fusion procedure outlined in ASTM F2620 or PPI TR-33. All fusion joints shall be made in compliance with the pipe or fitting manufacturer's recommendations. Fusion joints shall be made by qualified fusion technicians per ASTM F3190. A record or certificate of training for the fusion operator must be provided that documents training to the fundamentals of ASTM F2620. Considerations should be given to and provisions made for adverse weather conditions, such as temperatures below freezing, precipitation, or wind, which is accepted by the owner/engineer. The use of a controlled cooling cycle procedure to reduce cooling time is acceptable only as part of a controlled cooling cycle procedure where testing demonstrates that acceptable joints are produced using the controlled cooling cycle procedure.
- C. Electrofusion
1. Electrofusion joining shall be done in accordance with the manufacturers recommended procedure. Other sources of electrofusion joining information are PPI TN 34 and PPI Municipal Advisory Board (MAB) Generic Electrofusion Procedure for Field Joining of 12 Inch and Smaller Polyethylene (PE) Pipe. The process of electrofusion requires an electric source, commonly called an electrofusion processor that has wire leads and a method to read electronically (by laser) or otherwise input the barcode of the fitting. The electrofusion processor must be capable of reading and storing the input parameters and the fusion results for later download to a record file. Qualification of the fusion technician shall be demonstrated by evidence electrofusion training within the past year on the equipment to be utilized for this project.

D. Data Recording

1. For 6" and larger pipe sizes, McElroy DataLogger or equivalent fusion data recorder shall be used to record all fusion welds on hydraulically operated fusion machines. The device shall be capable of meeting the requirements of ASTM F3124, "Standard Practice for Data Recording the Procedure used to Produce Heat Butt Fusion Joints in Plastic Piping Systems or Fittings". The device, or combination of devices, shall record the following variables of each fused joint:
 - i. Heater surface temperature- immediately before inserting the heater plate, measure with a pyrometer and manually enter into the weld record.
 - ii. Gauge pressure during the initial heat cycle
 - iii. Gauge pressure and elapsed time during the heat-soak cycle
 - iv. Heater removal (dwell) time
 - v. Gauge pressure and elapsed time during the fusing/cool cycle
 - vi. Drag pressure
 - vii. Pipe diameter and wall thickness
 - viii. Type of HDPE material (Specification and Classification) and manufacturer
 - ix. Fusion Machine Identification
2. The device shall record the operator name and a unique operator ID number, along with the date and time of each weld.
3. Records showing the device is up to date on all required calibration should be available for presentation when requested.
4. All fusion welds should be traceable to the report (via operator and weld ID) with an indentation weld stamp or by permanent paint marker/pen next to fusion weld.
5. A weld location map may be requested, prior to commencement of work, by the owner or owner's representative.

8.5 CONSTRUCTION

A. For direct burial, refer to Specification 31 23 33.

B. Pull-In Installation

1. Per ASTM F1804 and/or www.HDPEapp.com, the contractor shall determine and document the maximum proposed pull-in length and pull-in force for the pressure class and pipe diameter to be pulled into an open trench. Pull-in lengths will not exceed the maximum lengths for the class and diameter pipe. A commercially available load limiter (weak link) approved by the Engineer shall be used between the puller and the pipe.
2. Prior to pulling the pipeline, contractor shall place rollers or other approved devices beneath the pipe to avoid unnecessary damage and to reduce pipe drag.

3. Trenchless installations:

- i. For Horizontal Directional Drilling (HDD), refer to Specification 33 05 07.13 and ASTM F1962, PPI TR-46, PPI PE Handbook (Chapter 12).
- ii. For sliplining, refer to ASTM F585, PPI PE Handbook (Chapter 11).
- iii. For pipe bursting, refer to Specification 33 31 30 and PPI PE Handbook (Chapter 16)

C. Appurtenances

1. All appurtenances (tees, elbows, services, valves, air relief valves, fire hydrants, etc.), must be independently supported and shall not rely on the pipeline and its connections for this support. Excessive stresses may be encountered when appurtenances are inadequately supported.
2. Hydrant Assemblies shall be installed and field tested according to the requirements of AWWA M17.
3. Installation of Tracer Wire. When tracer wire is required, the Contractor shall install along the entire section of pipeline and along all service connections as listed below. The tracer wire shall be installed simultaneously with the polyethylene piping system. Tracer wire shall be installed by the Contractor once backfill has been placed and compacted to at least 12 inches above the top of the pipe and not more than 18 inches above the top of the pipe. Tracer wire shall be properly spliced at each end connection and each service connection. Care should be taken to adequately wrap and protect wire at all splice locations. No bare tracer wire shall be accepted. Provide Magnesium alloy anode for cathodic protection that conforms to the requirements of ASTM B843. Install tracer wire per local and manufacturer's requirements.

8.6 METHOD OF PAYMENT

- A. HDPE pipe shall be measured for payment by the linear foot of pipe of the size specified in the proposal and on the plans and placed as shown on the drawings. Total footage shall be the actual horizontal measurement along the centerline of the pipe. No additional payment shall be made for vertical bends in the pipe.

PART 9 – SEWER CONNECTION

9.1 DESCRIPTION

- A. The work under this item shall include all excavation, furnishing all materials required, construction, finishing, and backfilling of connections to existing mains, manholes, drop connections to manholes, special connections, service line connections, or plugs, as indicated on the drawings or as directed by the ENGINEER.

9.2 CONSTRUCTION

- A. Connections to existing manholes shall be made by cutting into the manhole at the specified grade, inserting the pipe, and encasing the joint with concrete. CONTRACTOR shall not break into any existing sewer unless the OWNER'S REPRESENTATIVE is present and the work done shall be under the direction of the OWNER'S REPRESENTATIVE. The manhole base shall be cut and reconstructed in such a manner that a proper invert section is maintained. All waste mortar, debris, and sharp edges shall be removed from the joints, bottom, and invert. CONTRACTOR shall remove and replace the manhole steps in the proper location and in accordance with the attached standard details if they are not properly located after the connection is made. Any and all diversion or pumping of water or sewage in a wet connection is included in this item.
- B. Methods of construction shall be the same for sewer service line reconnections as for main sewers. All reconnections shall be constructed in conformance with the Plumbing Code of the OWNER unless modified herein. New pipe used shall be of the same diameter as the existing line.
- C. Plugs shall be constructed of manhole brick and mortar, extending at least one foot into the line plugged from the manhole. The plug shall be watertight and troweled to a smooth finish on the interior of the manhole.
- D. At points indicated on the plans or by the ENGINEER, risers of the size indicated on the plans, or as required by the ENGINEER, shall be constructed. A 45-degree bell and spigot bend shall be jointed to the wye to a point level with lower side of bell of 45-degree bend. Pipe for risers shall be regular length joints of sewer pipe. Risers using full joints of pipe shall be set so that the top of riser is near to but not less than ten (10) feet below finished ground grade at rear of building location. If the OWNER desires, the CONTRACTOR may, at the OWNER's expense, extend risers to a point not less than six (6) feet below finished grade at rear of the building locations, but, in no case, shall there be less than four (4) feet of cover over riser.

When contained wholly on the public right-of-way, or within the boundaries of utility easements, risers may be laid on a slope of 45 degrees.

9.3 METHOD OF MEASUREMENT

- A. Connections will be measured for payment per each classification of connection as shown on the proposal. No additional payment will be made for excavation, backfilling, furnishing and placing concrete, removing and replacing manhole steps, or for diversion or pumping of water or sewage necessary to make the connection. Connections shown on the plans but not classified on the proposal shall be considered incidental to the work and will not be measured for payment but the cost shall be included in other items.

9.4 BASIS OF PAYMENT

- A. Accepted quantities measured as provided above will be paid for at the contract unit price as shown on the proposal for each connection which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 10 – WATER CONNECTION

10.1 DESCRIPTION

- A. The work under this item shall include all excavation, furnishing all materials required, construction, finishing, and backfilling of connections to existing mains, valves, special connections, service line connections, as indicated on the drawings or as directed by the ENGINEER.

10.2 CONSTRUCTION

- A. The drawing shows details of the various connections and they shall be made in accordance with the details or as directed by the ENGINEER. On water mains, the CONTRACTOR will make the pressure and wet connections to existing mains as shown on the drawing unless specifically noted otherwise. In making these connections all material, equipment, and personal necessary for the job shall be assembled at the site and all work possible shall be done before the service is interrupted. The order and time of the work will be under the jurisdiction of the ENGINEER. If deemed necessary, the ENGINEER may order the CONTRACTOR to make the connection at night so as to inconvenience the public as little as possible.

- B. Where called for on the plans, or by the specifications, tapping valves and sleeves shall be used to make connections with existing water mains. The CONTRACTOR, when ready to make any of these connections, will notify the ENGINEER 48 hours in advance. The CONTRACTOR shall furnish all material, labor and equipment to make the taps.

The tapping valves furnished shall be Mueller, American Flow, or approved equal and tapping sleeves furnished shall be Ford, Smith Blair, or approved equal satisfactory to the ENGINEER. The tapping sleeves shall be the bolted type, heavy duty, using iron bolts, cast iron or equal satisfactory to the ENGINEER.

- C. Service line connections for water services shall be constructed as shown on the standard drawings and materials shall be copper, brass, municipex, or approved equal by ENGINEER.
- D. The material and workmanship for brass goods shall be of the highest quality and shall interchange with brass goods presently in use by the owner. Brass goods shall conform to the same precise standards as described in AWWA Specifications Number C800 Standard Specifications for underground service line fittings.
- E. Brass goods shall contain 85 percent copper and 5 percent each of tin, lead, and zinc and shall be tested by hydrostatic pressure of 200 pounds per square inch. The bidder shall furnish a complete description of brass goods with his bid.

- F. Copper tubing shall be Type "K" soft annealed seamless tubing and shall conform to ASTM-B88 Standard Specification for Seamless Copper Water Tube.
- G. The coils of copper tubing shall be in individual packages. The CONTRACTOR shall furnish an affidavit that the copper tubing furnished complies with all specifications.
- H. Municipex pipe shall be in accordance with AWWA 904 and ASTM F876.

PART 11 – CASTINGS

11.1 GENERAL

- A. Castings for valve boxes, valve vaults, manholes, lamp holes, and other appurtenances shall conform to, and be tested in accordance with the specifications for Gray Cast Iron, ASTM Designation A48, Class 30. Design shall be according to the attached Standard Details. Frames and covers that are to be located within dedicated public right-of-way, or any other location subject to vehicular traffic, shall have all bearing surfaces machined so that fittings parts will not rattle or rock under traffic. All castings shall be subject to a hammer test before installation.

PART 12 - RIGHT-OF-WAY CLEARING AND RESTORING

12.1 DESCRIPTION

- A. Work under this item shall include the removal and reconstruction or replacement of all obstructions affected, other than those covered in this specification, by the construction of the project including, but not limited to fences, retaining walls, patios, barbecues, signs, mailboxes, outbuildings, landscaping, sidewalks, driveways, parking lot surfacing, curbs, and the like. Any such obstructions which are not to be reconstructed are so designed on the drawings. Such shall be removed and disposed of by the CONTRACTOR. All obstructions to be replaced or reconstructed shall be restored to substantially the same condition as existed prior to the construction, except as otherwise noted. All sidewalk, driveway, and parking lot replacement shall be of at least equal quality, thickness, compacted subgrade and base course, and surface course as that removed or damaged. The CONTRACTOR shall remove and dispose of all debris, restore the grade of the surface of the earth as reasonably as may be done to the grade existing prior to construction, and upon completion of the work shall leave the site in as neat, clean, and orderly condition as nearly as it was prior to construction as may be reasonably done.

12.2 MATERIALS AND TESTS

- A. Backfill materials under parking lots and driveways shall be in accordance with Specification 31 23 33 or as approved by the ENGINEER.
- B. Portland Cement Concrete shall be in accordance with Specification 03 30 00. All concrete placed in parking lots, driveways, sidewalks, and all other concrete structures within the right-of-way shall use high-early strength cement.
- C. Asphaltic Concrete - Bituminous pavement shall meet the requirements shown in Section 32 12 16.39.

- D. Sampling and Testing - Sampling of materials will be made in accordance with the appropriate methods specified in the corresponding section listed above. Tests will be conducted in accordance with the schedule of tests provided in the special provisions or as shown on the plans.

12.3 CONSTRUCTION

- A. Passable surfaces across or along the construction vicinity shall be maintained at all times with gravel, steel mat or plate, or temporary bituminous surfacing material where a sidewalk, driveway, or parking lot previously existed.
- B. Sidewalks, driveways, parking lots, and other paved areas, all or partially composed of concrete, asphaltic concrete, or bituminous material shall be saw cut, removed, and replaced to at least the standard trench width if the project crossing is at right angles to the obstruction. If a construction joint is within two (2) feet of any proposed sawed line, the cut shall be extended to the joint, or as directed by the ENGINEER. Curbs shall be tunneled under in all cases, unless otherwise approved in writing by the ENGINEER.
- C. Backfill under sidewalks, driveways, parking lots, and other paved areas shall be in accordance with Specification 31 23 33. All backfill shall be thoroughly compacted with sufficient moisture and by mechanical means to prevent settlement. Settlement or other failure of backfill or restored right-of-way shall be corrected immediately. The method of correction shall be as directed by the ENGINEER.
- D. Existing water and sewer lines: Wherever existing water or sewer lines are encountered, the CONTRACTOR shall protect the same from damage. In case damage does result, the CONTRACTOR shall, as directed by the ENGINEER, repair the same at his own expense.
- E. Vertical and horizontal separation of water and sewer lines: Where a sanitary sewer crosses any existing or proposed water main and is closer than 10-feet horizontally or 2-feet vertically the sanitary sewer shall be ductile iron pipe for a distance of 20-feet horizontally. If the sanitary sewer crosses above the water main, the sanitary sewer shall be ductile iron pipe and concrete encased. Where a sanitary sewer is constructed closer than 50 feet to a water well (existing or proposal) the sanitary sewer shall be ductile iron pipe.

Where a water main crosses any existing or proposed sanitary sewer and is closer than 10-feet horizontally or 2-feet vertically, the sanitary sewer shall be replaced for a distance of 20-feet horizontally with ductile iron pipe. If the water main crosses below the sanitary sewer, the sanitary sewer shall be replaced with ductile iron pipe and concrete encased.

- F. Existing structures which are to be abandoned shall be broken off or removed to a depth of not less than six (6) inches below the foundation grade of new structures. Any blasting or other operation which might endanger the new work shall be completed prior to the construction of any part of the new structure. After the removal of any existing structures, all excavations not to be occupied by new structures and all holes created shall be cleaned up and the site left in a neat and orderly condition.

- G. If an obstruction is of public ownership, the CONTRACTOR shall notify the appropriate agency, and obtain any necessary permit or license forty-eight (48) hours before beginning any operations affecting the obstruction. All work shall conform to the current standards and specifications of that agency and shall be approved by the agency before completion of the project. At the CONTRACTOR'S request, the ENGINEER will furnish information as to what licenses or permits are required.
- H. The CONTRACTOR shall notify all utility companies prior to beginning construction and shall provide an electrical or mechanical device or use such other means he may select, to locate any hidden utility line, oil or gas pipe line, water pipe line, sewer pipe line, telegraph and telephone line or other structures provided for in these specifications and locate such line or structures shown on the plans and any uncharted line or structure whether shown on the plans or not and protect, adjust to grade, disconnect and replace, relocate and replace, remove, provide supports during the construction and settlement of backfill and protect against freezing or unnecessary damage by the elements of existing utility lines, oil or gas pipe lines, water pipe lines, sewer pipe lines, telegraph and telephone lines, railroad right-of-way lines and other structures and shall pay all fees to County, City, State or Federal agencies which may be required in the performance of this work. In the event injury does result to any gas lines, power lines or poles, telephone lines or poles, etc., the CONTRACTOR shall, holding the OWNER entirely blameless, make proper restitution.

12.4 METHOD OF MEASUREMENT

- A. Remove and replace paved driveways, paved parking lots and other paved areas, except sidewalks, shall be measured by the square yard. This area will be derived by multiplying the length along the centerline of the pipe by the standard trench width and converting to square yards, unless otherwise approved by the ENGINEER.
- B. Remove and replace sidewalks shall be measured by the square foot, whereby the area was measured in the same manner as paved driveways in 12.3(B) above.
- C. Gravel and rock driveways, parking lots, and other areas will not be measured for payment, but rather shall be considered incidental to the work.
- D. Temporary materials required for maintenance of traffic through pavement cut locations will not be measured for payment.
- E. Compaction of backfill to 90% Standard Density in driveways, parking lots, etc. will not be measured for payment, and the cost of this work shall be included in other bid items.
- F. Other structures and obstructions shall not be measured for payment, unless shown on the proposal, and the cost of this work shall be included in other bid items.

12.5 BASIS OF PAYMENT

- A. Accepted quantities, measured as provided above will be paid at the contract unit price for:

Pavement repair, HES concrete Sq. Yd.

Pavement repair, asphaltic Sq. Yd.

Sidewalk repair, concrete Sq. Yd.

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 13 - STREET AND ALLEY, RIGHT-OF-WAY CROSSINGS

13.1 DESCRIPTION

- A. Work under this item shall consist of backfilling, compacting, and pavement repair, where applicable, of all trenches crossing streets and alleys, dedicated or proposed to be dedicated to the public in accordance with the lines, grades and dimensions shown on the plans or as directed by the ENGINEER.

13.2 MATERIALS AND TESTS

- A. Backfill materials and streets and alleys shall be in accordance with Specification 31 23 33.
- B. Portland Cement Concrete shall be in accordance with 03 30 00. All concrete placed within the right-of-way shall be high-early-strength (HES) cement.
- C. Asphaltic Concrete - Bituminous Pavement shall meet the requirements of Specification 32 12 16.39.
- D. Sampling and Testing - Sampling of materials will be made in accordance with the appropriate methods specified in the corresponding section listed above. Tests will be conducted in accordance with the schedule of tests provided in the special provisions or as shown on the plans.

13.3 CONSTRUCTION

- A. Compaction: The CONTRACTOR shall place the select soil in accordance with Specification 31 23 33.
- B. Pavement Removal: Removal of paved surfaces shall be in accordance with the standard drawings.
- C. Pavement Repair: Concrete and Bituminous Pavement shall be repaired in accordance with the standard drawings and the Standard Specifications for Streets and Alley Construction of the OWNER.

13.4 METHOD OF MEASUREMENT

- A. Compacted backfill in unpaved streets and alleys will be measured by the cubic yard. This volume will be derived by multiplying the length along the centerline of the pipe by the standard trench width and by the average depth of the trench and converting to cubic yards, unless otherwise approved by the ENGINEER.
- B. Compaction of backfill to 95% Standard Density in paved streets and alleys will not be measured for payment, and the cost of this work shall be included in removal and replacement of pavement.
- C. Remove and replace concrete and bituminous pavement will be measured by the square yard. This area will be derived by multiplying the length along the centerline of the pipe by the standard trench width plus 12-inches on each side of the trench and converting to square yards.
- D. Over-breakage (the removal of more paving than is specified in 4.4(C) above) will not be measured for payment but shall be repaired in accordance with these specifications at the expense of the CONTRACTOR.

13.5 BASIS OF PAYMENT

- A. Accepted quantities of the type specified on the proposal, measured as provided above, will be paid for at the contract unit price for:

Remove and replace pavement Sq. Yd.

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 14 - PIERS, REINFORCED CONCRETE

14.1 DESCRIPTION

- A. The work under this item shall include all materials, forming, pipe anchorage, construction and finishing of above ground standard reinforced concrete piers and below ground, restraining collar, reinforced concrete piers. Piers shall be located and constructed as shown on the drawings and the attached standard drawings.

14.2 MATERIALS AND TESTS

- A. Materials and testing shall be in accordance with Section 03 30 00.

14.3 CONSTRUCTION

- A. Forms shall be made to conform to the shape of the pier and securely braced. Reinforcing steel shall be bent as detailed and securely tied in place. Bearing area for the pipe shall be made to fit the outside diameter of the pipe and shall support the pipe at the proper grade. Any honeycomb or other unevenness in the concrete shall be patched with cement mortar immediately after form removal. Construction of piers shall be in accordance with Specification 03 30 00.

14.4 METHOD OF PAYMENT

- A. Reinforced concrete piers and restraining collars shall be measured by the number of units constructed. No additional payment will be made for excavation, forming, bracing, dewatering, backfilling, reinforcing steel, or pipe anchorage.

14.5 BASIS OF PAYMENT

- A. Accepted quantities of reinforced concrete piers, measured as provided above, will be paid at the contract unit price for:

Reinforced Concrete Pier, Standard EA.

Reinforced Concrete Pier, Restraining Collar EA.

which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

PART 15 - FIELD TESTS AND REVISIONS:

15.1 DESCRIPTION

- A. Field tests and revisions of water and sewer mains shall be successfully completed prior to final acceptance. All discrepancies shall be corrected by the CONTRACTOR to make a complete and workable system.

15.2 MATERIALS AND TESTS

- A. Sewer:

1. Alignment: After joints have been inspected and approved and trench backfilled as specified, the ENGINEER shall check alignment between manholes or manhole locations. Any misplaced pipes detected shall be corrected to line and grade at the CONTRACTOR'S expense.
2. Deflection: In accordance with OAC 252:656-5-5(a), CONTRACTOR shall perform deflection tests on all flexible pipe after the final backfill has been in place at least 30 days. Deflection must not exceed 5%. Tests must be run using a rigid ball or mandrel with a diameter equal to 95% of the inside diameter of the pipe, taking into account manufacturing tolerances. Tests must be performed without mechanical pulling devices. Tests must be in accordance with applicable ASTM standards.
3. Line Leakage Test: Leakage tests shall be required for all new construction in accordance with OAC 252:656-5-5(b). The leakage test shall be an exfiltration test, whereby a minimum positive head of two (2) feet shall be exerted on a section of line by plugging the lower end and filling the manhole upstream with water. The leakage outward shall not exceed 10 gallons per inch of pipe diameter per mile per day (10 gallons/inches/miles/day) for any section of the system. If infiltration is observed due to hydrostatic ground water leakage the infiltration shall be reduced so as not to exceed 10 gallons/inches/miles/day. The procedures listed in the Handbook of PVC Pipe, Uni-Bell PVC Pipe Association, 2001 may be used for PVC pipe. Pipe testing must meet the provisions for the applicable ASTM standard

for the test to be used.

4. Manhole Leakage Test: Leakage tests shall be required for all new construction in accordance with OAC 252:656-5-4(g)(7) and shall be performed per ASTM C1244.
5. Where test results, in the opinion of the ENGINEER, indicated construction deficiencies, the CONTRACTOR shall make all effort to locate same and make satisfactory corrections. Infiltration through manhole walls shall be corrected regardless of the results of these tests.

B. Water:

1. Hydrostatic and Leakage Test:

- a. PVC: Shall be in accordance with AWWA C605 procedures. After the pipe has been laid and backfilled, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic gauge pressure of 200 psi, for a duration of two hours, said pressure not to vary more than five pounds, except that PVC pipe shall be tested a design working pressure.
 - b. HDPE: Shall be in accordance with AWWA C906 procedures. After the pipe has been laid and backfilled, subject the pipe to a pressure of 1.5 times the design working pressure at the lowest point in the test section is used as the test pressure. Acceptance is found by reducing the test pressure by 10 psi and monitoring the pressure for one hour. If the pressure remains steady – within five percent of the target value – for one hour, leakage is not indicated.
2. Each valved section of pipe shall be slowly filled with water and the specified test pressure, based on the elevation of the lowest point of the line of lowest point of the section under test, and corrected to the elevation of the test gauge shall be applied by means of a test pump connected to the pipe in a manner satisfactory to the ENGINEER. The CONTRACTOR shall make arrangements for metering the amount of water used during the test.
3. The CONTRACTOR shall backfill all pipe and provide all reaction blocking before hydrostatic testing. It shall be the CONTRACTOR'S responsibility to locate and repair any and all leaks that may develop. The ENGINEER may direct the CONTRACTOR to leave certain joints and connections uncovered until testing has been completed.
- a. Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants or blow-offs are not available at high places taps at points of highest elevation shall be made before test is made and plugs inserted after the test has been completed. Any cracked or defective pipe, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced with sound material and the test shall be repeated until satisfactory to the ENGINEER.
 - b. In conjunction with the hydrostatic test, a leakage test shall be conducted as detailed in Section 4 of ANSI/AWWA Specification C-600/605, a portion of which is stated below.
 - c. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within

5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water. No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{ND P^{1/2}}{7400}$$

in which "L" is the allowable leakage in gallons per hour; "N" is the number of joints in the length of pipe test; "D" is the nominal diameter of the pipe, in inches; and "P" is the average test pressure during the leakage test, in pounds per square inch gage. Allowable leakage per 1000 ft. of pipeline in gallons per hour at 200 psi for selected pipe diameters is listed below for 18-foot nominal lengths. Leakage tests for PVC pipe shall be at the design working pressure.

Nominal Pipe Diameter (Inches)	Allowable Leakage Per 1000 Feet of Pipeline (GPH)
2	0.22
3	0.33
4	0.44
6	0.65
8	0.87
10	1.09
12	1.31
Nominal Pipe Diameter (Inches)	Allowable Leakage Per 1000 Feet of Pipeline (GPH)
16	1.74
18	1.96
20	2.18
24	2.61
30	3.27
36	3.92
42	4.58
48	5.23
54	5.88

- d. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gallons/hours/inches of nominal valve size shall be allowed. When hydrants are in the test section, the test shall be made against the closed hydrant. Acceptance shall be determined on the basis of allowable leakage. If any test of pipe laid discloses leakage greater than that specified, the CONTRACTOR shall, at his own expense, locate and repair the defect until the leakage is within the specified allowance. All visible leaks are to be repaired regardless of the amount of leakage.
- e. In accordance with OAC 252:626-19-2 (e), leakage must not exceed 10 gal/inch diameter per mile of pipe per 24 hours at 150 psi testing pressure.
4. Disinfection of Waterlines: All waterlines shall be flushed and disinfected, after testing and before being placed in service, by the methods detailed in AWWA C-601 except as modified herein.
 - a. Chlorine shall be introduced into the main in a liquid solution or as dry gas in a

continuous feed unless otherwise approved by the ENGINEER.

- b. The results of the disinfection procedure shall produce a residual of a minimum of ten parts per million (10 ppm) of chlorine in the portion of the main farthest from the point of application, after a period of twenty-four (24) hours has elapsed, as well as any other portion of the main. Samples shall be taken at location determined by the ENGINEER for tests of residual chlorine.
5. Water and sewer lines shall be constructed at the locations shown on the plans or as directed by the ENGINEER. Planned locations, grades or depths shall be adhered to unless, in the opinion of the ENGINEER, actual field conditions dictate revisions thereof. When the ENGINEER considers it necessary to deviate from planned locations, the CONTRACTOR shall construct said water or sewer lines to new alignment and/or grades established by the ENGINEER or as directed by the ENGINEER, such directions, construction stakes showing alignment and depth of cut, or revised construction plans issued by the ENGINEER.

15.3 BASIS OF PAYMENT

- A. No extra payment will be made for construction to revised locations other than increased or decreased quantities of pipe, fittings, manholes, or other items tabulated on the proposal. No extra payment will be made for additional excavation required by deviations from planned alignment or grades. Leakage tests will not be measured for payment, but the cost shall be included in other bid items. The CONTRACTOR'S bid price for waterlines to include all costs of hydrostatic and leakage test and sterilization as no separate payment will be made for these items.

END OF SECTION 33 11 00

SECTION 33 12 17 – WATER METER BOX AND LID

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish, install all labor, materials, equipment, and services as required to complete all residential meter boxes and lids as specified herein.

1.2 DELIVERY, STORAGE, HANDLING

- A. Individual equipment components shall be crated in structurally adequate packing containers to prevent damage during shipping, facilitate ease of handling and to provide suitable protection from weather for extended storage at the jobsite prior to installation. Packing containers shall be permanently labeled with appropriate equipment identification, shipping address and return address. Packing list shall be provided with equipment at the time of delivery.
- B. Electrical equipment shall be kept thoroughly dry at all times and shall be stored indoors. Equipment storage shall be protected and maintained in accordance with the manufacturer's recommendations. Equipment shall not be stored directly on the ground. Equipment to be installed inside shall be stored inside.
- C. The CONTRACTOR shall utilize equipment and tools of adequate size suitable for unloading, transporting, storing and supporting the equipment during installation. Caution shall be employed to prevent equipment damage resulting from abrupt contact with other materials or equipment.

PART 2 - PRODUCTS

2.1 ACCEPTABLE SUPPLIERS

- A. Carson Industries, LLC
- B. DFW Plastics, Inc.
- C. ENGINEER approved equal

2.2 DIMENSIONS

- A. Box Requirements
 - 1. Box shall be round.
 - 2. Material shall be plastic.
 - 3. DFW 800 A.B. Body.
- B. Lid Requirements
 - 1. Lid shall be round (anti-float).
 - 2. Material shall be plastic.

3. DFW 18 AMR-AF1EQAF (anti-float) .

PART 3 - EXECUTION

3.1 GENERAL

- A. The GENERAL CONTRACTOR shall assume full responsibility for coordination of the entire project, including verification all structures, piping, coating systems and equipment components are compatible. The GENERAL CONTRACTOR shall initially operate each equipment system and shall make all necessary adjustments so that each system is placed in proper operating condition.
- B. Equipment and materials utilized for this project must be approved by the ENGINEER prior to installation. Approval for installation or incorporation in this project will be made only after submittal or manufacturer's shop and installation drawings, test results or other data as specified herein.
- C. Installation of equipment shall be in full conformance with the manufacturer's shop drawings and requirements as approved by the ENGINEER. Wherever a conflict arises between manufacturer's instructions and the contract documents, the contractor shall follow the ENGINEER'S decision at no additional cost to the OWNER.

END OF SECTION 33 12 17

SECTION 33 12 18 – METER RISER

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish, install all labor, materials, equipment, and services as required to complete all residential meter settings as specified herein.

1.2 DELIVERY, STORAGE, HANDLING

- A. Individual equipment components shall be crated in structurally adequate packing containers to prevent damage during shipping, facilitate ease of handling and to provide suitable protection from weather for extended storage at the jobsite prior to installation. Packing containers shall be permanently labeled with appropriate equipment identification, shipping address and return address. Packing list shall be provided with equipment at the time of delivery.
- B. Electrical equipment shall be kept thoroughly dry at all times and shall be stored indoors. Equipment storage shall be protected and maintained in accordance with the manufacturer's recommendations. Equipment shall not be stored directly on the ground. Equipment to be installed inside shall be stored inside.
- C. The CONTRACTOR shall utilize equipment and tools of adequate size suitable for unloading, transporting, storing and supporting the equipment during installation. Caution shall be employed to prevent equipment damage resulting from abrupt contact with other materials or equipment.

PART 2 – PRODUCTS

2.1 ACCEPTABLE SUPPLIERS

- A. Uponor North America
- B. SharkBite®
- C. ENGINEER approved equal

PART 3 - EXECUTION

3.1 GENERAL

- A. The GENERAL CONTRACTOR shall assume full responsibility for coordination of the entire project, including verification all structures, piping, coating systems and equipment components are compatible. The GENERAL CONTRACTOR shall initially operate each equipment system and shall make all necessary adjustments so that each system is placed in proper operating condition.

- B. Equipment and materials utilized for this project must be approved by the ENGINEER prior to installation. Approval for installation or incorporation in this project will be made only after submittal or manufacturer's shop and installation drawings, test results or other data as specified herein.
- C. Installation of equipment shall be in full conformance with the manufacturer's shop drawings and requirements as approved by the ENGINEER. Wherever a conflict arises between manufacturer's instructions and the contract documents, the CONTRACTOR shall follow the ENGINEER'S decision at no additional cost to the OWNER.
- D. Meters shall be brought and set to grade with PEX pipe utilizing metal ring compression crimping.

END OF SECTION 33 12 18

SECTION 33 13 00 - DISINFECTION**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. This section covers the requirements for disinfecting waterlines or structures that will hold or carry potable water. Before the use of water is permitted from any portion of newly constructed waterline or structure that will hold or carry potable water, it shall be disinfected and flushed or cleaned.

1.2 SUBMITTAL

- A. The CONTRACTOR shall submit the following: Chlorine residuals immediately after the chlorine application.
 - 1. Chlorine residuals after the 24-hour retention period, but before the chlorinated water is flushed.
 - 2. Chlorine residuals after the chlorinated water is flushed.
 - 3. Results of the bacteriologic quality tests conducted after the waterline or structure is disinfected and flushed.

PART 2 - PRODUCTS**2.1 MATERIAL**

- A. The waterline or structure shall be disinfected by the use of liquid chlorine gas water mixture.

PART 3 - EXECUTION**3.1 FLUSHING AND CLEANING**

- A. Prior to disinfection, all dirt and foreign matter shall be removed by a thorough flushing or cleaning of the newly laid pipeline or newly constructed structure.

3.2 CHLORINE APPLICATION

- A. A chlorine gas water mixture shall be applied by means of a solution feed chlorinating device. The rate of the chlorine gas water mixture flow shall be in such proportion to the rate of water entering the pipe or structure that the chlorine dose applied to the water entering the pipe or structure shall be 50 to 100 parts per million.
- B. The treated water shall be retained in the pipe or structure at least 24 hours, and then flushed to waste.
- C. The chlorine residual shall not be less than 10 ppm at any point in the pipe or structure at the end of the retention period.

- D. During the application of the chlorine and during the retention period, all necessary precautions, such as closing valves, shall be taken to prevent the chlorinated water from flowing back into the line supplying the water.
- E. As an alternate and supplement to the above, the CONTRACTOR shall use any of the methods described in the latest revisions of AWWA C-601 and AWWA B-100.

3.3 BACTERIOLOGIC TESTS

- A. After final flushing and before the waterline or structure is placed in service, samples shall be collected from the end of the line or as directed and tested for bacteriologic quality and shall show the absence of coliform organisms on two (2) consecutive days as per ODEQ 252:626-19-2(f).

END OF SECTION 33 13 00

1. HORIZONTAL/VERTICAL CONTROL
HORIZONTAL DATUM IS BASED ON THE OKLAHOMA STATE
PLANE COORDINATE SYSTEM (NORTH ZONE) NAD 83. VERTICAL
DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM
OF 1988 (NAVD 88)
2. BASIS OF BEARINGS:
BEARINGS ARE BASED ON GRID NORTH (N00°00'00"E)

KIOWA STREET

BM #1
CUT "X" ON CONC. CURB
N: 734117.535
E: 2298216.053
ELEV.=1011.09'

INDEPENDENCE STREET

BM #2
CUT "X" ON CONC. SIDEWALK
N: 734691.222
E: 2298150.033
ELEV.=1019.03'

BM #3
CUT "X" ON CONC. CURB
N: 734737.264
E: 2297422.727
ELEV.=1022.06'

BM #4
CUT "X" ON CONC. SIDEWALK
N: 734741.245
E: 2296673.734
ELEV.=1039.18'

BM #5
CUT "X" ON CONC. CURB
N: 734683.145
E: 2295598.600
ELEV.=1085.71'

BM #6
CUT "X" ON CONC. CURB
N: 734731.182
E: 2294979.576
ELEV.=1090.32'

N. CENTER AVE

BM #7
CUT "X" ON CONC. SIDEWALK
N: 734684.459
E: 2294263.200
ELEV.=1090.10'

BM #8
CUT "X" ON CONC. CURB
N: 734053.174
E: 2294273.322
ELEV.=1088.35'

BM #9
CUT "X" ON CONC. CURB
N: 733507.829
E: 2294317.755
ELEV.=1081.07'

COMPANY NAME	CONTACT NAME	PHONE NUMBER
SHAWNEE UTILITIES	SHAWNEE PUBLIC WORKS	405-273-1960
OG&E ENERGY CORPORATION	RAE ANN LAWRENCE, P.E. SENIOR LAND MANAGEMENT COORDINATOR	405-553-5785 (O) 405-388-8599 (C)
OG&E ENERGY CORPORATION	TIM THOMPSON	405-401-7229
AT&T OKLAHOMA	JOE ANDERSON	539-444-1026
OKLAHOMA NATURAL GAS	ALEXANDRIA MARSHALL	405-551-6889
BLUEPEAK	JERRY LEIBY	JERRY.LEIBY@MYBLUEPEAK.COM

-----1200-----	EXISTING CONTOUR
-----1200-----	PROPOSED CONTOUR
-----	SECTION LINE
-----	QUARTER SECTION LINE
-----	RIGHT-OF-WAY (EXISTING)
-----	RIGHT-OF-WAY (PROPOSED)
-----	EXISTING ROAD
-----	PROPOSED ROAD
X-----X	FENCES
-----	POWER OVERHEAD
PUG-----	POWER UNDERGROUND
TUG-----	TELEPHONE UNDERGROUND
G-----	GAS LINE
W-----	WATER LINE
SS-----	SANITARY SEWER LINE
=====	STORM SEWER (EXISTING)
=====	STORM SEWER (PROPOSED)



- (1) AN EFFORT HAS BEEN MADE TO LOCATE AND SHOW APPROXIMATE LOCATION OF UNDERGROUND UTILITY LINES. BURIED UTILITIES ARE NOT NECESSARILY SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PRESERVE ALL UTILITIES.
- (2) CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES WITHIN WORK ZONE PRIOR TO CONSTRUCTION.

Permit Number: WL000063230358
Date Received: May 11 2023

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PAY QUANTITIES & NOTES
4	STORMWATER MANAGEMENT PLAN
5	SURVEY DATA
6	OVERALL MAP
7-14	LINE 1 P&P
15	LINE 1A & LINE 1B P&P
16-17	LINE 2 P&P
18-20	LINE 3 P&P
22-24	WATER DETAILS
25-29	SPECIAL DETAILS
30	EROSION CONTROL DETAIL

APPROVED

May 25 2023

Rocky W. Chen, P.E.

Water Quality Division

Alan Davis

D. Adam Divine, P.E.

Construction Permitting Section

PREPARED BY



MICHAEL TAYLOR, P.E.
OKLAHOMA REGISTERED PROFESSIONAL ENGINEER NO. 27655
COWAN GROUP ENGINEERING, LLC
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6414
EXPIRES JUNE 30, 2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

TITLE SHEET

DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

Friday, April 28, 2023 11:17:04 AM

GENERAL CONSTRUCTION NOTES

1.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL STANDARDS AND SPECIFICATIONS AND THE REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. WHERE IN CONFLICT THE MOST STRINGENT REQUIREMENT SHALL APPLY.
2.

ANY CONSTRUCTION ITEMS THAT ARE NOT LISTED IN THE SUMMARY OF QUANTITIES SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION ITEMS. THE COST OF INCIDENTAL CONSTRUCTION ITEMS SHALL BE INCLUDED IN THE COST OF OTHER BID ITEMS.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PUBLIC AND/OR PRIVATE UTILITY COMPANIES IN THE VICINITY OF CONSTRUCTION.
4.

EXISTING UTILITIES AND THEIR LOCATIONS, AS SHOWN ON THE PLANS REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. LOCATION INFORMATION HAS BEEN OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND IS EITHER FROM COMPANY RECORD DRAWINGS OR COMPANY PROVIDED FIELD LOCATIONS. THE PLAN LOCATIONS SHOWN ARE NOT GUARANTEED. ADDITIONAL EXISTING UTILITIES MAY ALSO BE ENCOUNTERED.
5.

RUBBLE FROM THE REMOVAL OF MISCELLANEOUS STRUCTURES AND EXCESS EXCAVATION WHICH IS TO BE WASTED ON SITES TO BE PROVIDED BY THE CONTRACTOR. THESE SITES SHALL BE APPROVED BY THE ENGINEER AS TO SUITABILITY. ALL DISPOSAL SITES MUST BE APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. MATERIAL EITHER STOCKPILED OR DISPOSED OF IN A FLOOD PLAIN SHALL REQUIRE THE NECESSARY PERMITS. ANY MATERIAL DUMPED IN THE WATERS OF THE UNITED STATES OR WETLANDS IS SUBJECT TO U.S. CORP OF ENGINEERS PERMITTING REGULATIONS. ANY MATERIAL BURIED OR STOCKPILED BEYOND APPROVED CONSTRUCTION LIMITS WOULD REQUIRE ADDITIONAL ARCHAEOLOGICAL INVESTIGATIONS AND STATE APPROVAL.
6.

A COPY OF THE EROSION CONTROL SITE PLANS AND THE STORM WATER POLLUTION PREVENTION PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION , MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION.
7.

CONTRACTOR SHALL PROVIDE BONDS AND PROOF OF INSURANCE IN ACCORDANCE WITH THE LOCAL REQUIREMENTS.
8.

CONSTRUCTION STAKING AND TESTING SHALL BE PROVIDED BY THE CONTRACTOR.
9.

THE CONTRACTOR SHALL GIVE ALL PROPERTY OWNERS AND/OR TENANTS OF DEVELOPED PROPERTY DIRECTLY ABUTTING CONSTRUCTION OF THIS PROJECT MINIMUM OF TEN (10) DAYS NOTICE PRIOR TO START OF CONSTRUCTION.
10.

THE CONTRACTOR SHALL AVOID TREE DAMAGE IF AT ALL POSSIBLE AND SHALL PRUNE ALL ROOTS DAMAGED DURING CONSTRUCTION ACTIVITIES
11.

ALL WATER LINE MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF FOUR (4) FEET, UNLESS OTHERWISE NOTED.
12.

SHOP DRAWINGS FOR ALL PIPE MATERIALS INCLUDING BUT NOT LIMITED TO VALVES, FITTINGS, AND PIPE SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE CONSTRUCTION BEGINS.
13.

ALL DISTURBED AREAS SHALL HAVE 4” TOPSOIL AND SOLID SLAB SOD LAID. CONTRACTORS SHALL TAKE NECESSARY MEASURES TO RE-ESTABLISH SOD. PRICE BID TO INCLUDE COST OF (10–20–10) FERTILIZER, ESTIMATED AT 200 POUNDS PER 1000 SY. OF SODDING. PRICE BID ALSO TO INCLUDE COST OF WATERING, ESTIMATED AT 40 GALLONS PER SY.
14.

WATER VALVES TO BE ABANDONED IN SIDEWALKS OR PAVEMENT SHALL BE CLOSED; POUR CONCRETE OVER VALVE, PULL VALVE BOX, AND REPAIR SIDEWALK OR PAVING.
15.

CONTRACTOR SHALL CONDUCT PRESSURE TESTS AND DISINFECTION ON ALL WATER MAINS PRIOR TO CONNECTION TO EXISTING DISTRIBUTION SYSTEM.

16.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL IN ACCORDANCE WITH FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION. COST OF TRAFFIC CONTROL SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE COST OF OTHER BID ITEMS.
17.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE REQUIRED 10 FOOT HORIZONTAL AND 2 FOOT VERTICAL SEPARATION BETWEEN SANITARY SEWER AND POTABLE WATER MAINS AND 5 FOOT HORIZONTAL AND 2 FOOT VERTICAL SEPARATION BETWEEN WATER MAINS AND OTHER UTILITIES
18.

CONTRACTOR SHALL MAINTAIN WATER SERVICE DURING CONSTRUCTION. CONNECTION SHALL BE COORDINATED WITH OWNER AND COMPLETED IN A TIMELY MANNER TO MINIMIZE INTERRUPTION TO SERVICE.
19.

ALL EXISTING WATER MAINS AND APPURTENANCES BEING ABANDONED BY ANY PROJECT ARE TO REMAIN THE PROPERTY OF SHAWNEE WATER DEPARTMENT, AND SHALL BE SALVAGED FOR THE SHAWNEE WATER DEPARTMENT.
20.

IN INSTANCES WHERE FLOW LINES ARE NOT INDICATED ON THE DRAWINGS, MAIN SHALL BE CONSTRUCTED WITH A MINIMUM OF 4’ COVER, OR AS DIRECTED BY THE CITY ENGINEER AND IN ACCORDANCE WITH OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS.
21.

ALL EMBANKMENTS AND BACKFILL SHALL MEET THE STANDARD SPECIFICATION.
22.

ANY CONSTRUCTION PROCEDURES NOT COVERED IN THE PLANS AND SPECIFICATIONS WILL BE EXECUTED IN ACCORDANCE WITH PROPER CONSTRUCTION TECHNIQUES AND SHALL BE APPROVED BY THE ENGINEER.
27.

CONTRACTOR IS RESPONSIBLE FOR PROMPT REPLACEMENT OF ANY FENCE DISTURBED DURING CONSTRUCTION AND SHALL BE CONSIDERED INCIDENTAL.

PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED BY CONTRACTOR IN ACCORDANCE WITH OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY OAC252:626–19–2(E) AND LATEST REVISION OF AWWA C906.

DISINFECTION TESTS SHALL BE PERFORMED BY CONTRACTOR IN ACCORDANCE WITH OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY OAC252:626–19–2(F) AND LATEST REVISION OF AWWA STANDARD SPECIFICATIONS.

STATE OF OKLAHOMA
Department of Environmental Quality

APPROVED

May 25 2023

Rocky W. Chen, P.E.
Water Quality Division



D. Adam Divine, P.E.
Construction Permitting Section



COWAN GROUP ENGINEERING
7100 N GLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369 | 405-463-3381 F
WWW.COWANGROUP.CO
CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

GENERAL NOTES

DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

SHEET NUMBER
2

G:\PROJECTS\22-223 SHAWNEE INDEPENDENCE WATERLINE\CAD\WTR\22-223 PAY QUANTITIES & NOTES.DWG

Friday, April 28, 2023 11:17:05 AM

PAY QUANTITIES

BASE BID - LINE 1

ITEM #	ITEM	NOTES	UNIT	QUANTITY	AS-BUILT
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD	(3)(4)	SY	310	
4	STORMWATER POLLUTION PREVENTION PLAN	(2)	LS	1	
5	16" STEEL CASING (BORE)		LF	114	
6	8" HDPE DR-11 WATERLINE (BORE)		LF	201	
7	12" HDPE DR-11 WATERLINE (HDD)	(12)	LF	3,799	
8	6" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	21	
9	8" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	118	
10	12" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	146	
11	6" GATE VALVE & BOX		EA	11	
12	8" GATE VALVE & BOX		EA	4	
13	12" GATE VALVE & BOX		EA	12	
14	1" AIR RELIEF VALVE		EA	4	
15	6"x6" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	9	
16	8"x8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
17	12"x12" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
18	HDPE WALL ANCHOR	(13)	EA	10	
19	FIRE HYDRANT ASSEMBLY	(8)	EA	10	
20	MECHANICAL JOINT FITTINGS	(6)	LB	5,157	
21	WATER SERVICE RECONNECTION (SHORT)		EA	11	
22	WATER SERVICE RECONNECTION (LONG)		EA	11	
23	LEAD SERVICE REPLACEMENT (SHORT)		EA	1	
24	LEAD SERVICE REPLACEMENT (LONG)		EA	1	
25	REMOVE & REPLACE CONCRETE PAVEMENT	(7)(9)	SY	10	
26	REMOVE & REPLACE CONCRETE DRIVE	(7)(9)	SY	60	
27	REMOVE & REPLACE ASPHALT PAVEMENT	(9)	SY	100	
28	REMOVE & REPLACE CONCRETE SIDEWALK	(10)	SY	145	
29	REMOVE & REPLACE INLET STRUCTURE		EA	1	
30	REMOVE EXISTING FIRE HYDRANT		EA	9	
31	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
32	TEMPORARY EROSION AND SEDIMENT CONTROL	(1)	LS	1	
33	PRESSURE AND LEAKAGE TESTING		LS	1	
34	DISINFECTION AND TESTING		LS	1	

ADD ALT. 1

ALT. 1 - LINE 2

ITEM #	ITEM	NOTES	UNIT	QUANTITY	AS-BUILT
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD	(3)(4)	SY	20	
4	STORMWATER POLLUTION PREVENTION PLAN	(2)	LS	1	
5	12" HDPE DR-11 WATERLINE (HDD)	(12)	LF	991	
6	8" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	3	
7	12" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	8	
8	6" GATE VALVE & BOX		EA	1	
9	8" GATE VALVE & BOX		EA	1	
10	12" GATE VALVE & BOX		EA	2	
11	8"x8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
12	HDPE WALL ANCHOR	(13)	EA	4	
13	FIRE HYDRANT ASSEMBLY	(8)	EA	1	
14	MECHANICAL JOINT FITTINGS	(6)	LB	281	
15	REMOVE & REPLACE ASPHALT PAVEMENT	(9)	SY	11	
16	REMOVE & REPLACE CONCRETE SIDEWALK	(10)	SY	10	
17	REMOVE EXISTING FIRE HYDRANT		EA	1	
18	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
19	TEMPORARY EROSION AND SEDIMENT CONTROL	(1)	LS	1	
20	PRESSURE AND LEAKAGE TESTING		LS	1	
21	DISINFECTION AND TESTING		LS	1	

PAY QUANTITY NOTES

- TEMPORARY EROSION AND SEDIMENT CONTROL SHALL CONSIST OF TEMPORARY MEASURES WITHIN THE PROJECT LIMITS AND MINIMIZE POLLUTION OF RIVERS, STREAMS, AND PRIVATE PROPERTIES. SUCH MEASURES MAY INCLUDE SILT FENCES, BERMS, DIKES, SLOPE DRAINS, BALE BARRIERS, SEDIMENT FILTERS, SEDIMENT BASINS, SILT FENCES, MULCHES, AND GRASSES.
- INCLUDES COST FOR STORMWATER POLLUTION PREVENTION PLAN DOCUMENTATION AND MANAGEMENT AS PER ODEQ STANDARDS.
- ALL DISTURBED NON-PAVED AREAS SHALL BE SOLID SLAB SODDED. INCLUDES COST OF WATERING AT 40 GALLONS PER SQUARE YARD, AND FERTILIZING 10-20-10 AT 10 LBS PER 1000 SQUARE FEET.
- QUANTITY IS CALCULATED USING THE STANDARD TRENCH WIDTH AS SHOWN ON WATER DETAILS SHEET NO EXTRA PAYMENT IS MADE FOR ANY ADDITIONAL TRENCH WIDTH OR SODDING.
- COST OF EXCAVATION AND BACKFILL INCLUDING COST OF BEDDING MATERIALS AS PER STANDARD WATER DETAILS SHALL BE INCLUDED IN THE COST OF PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE.
- QUANTITY INCLUDES ALL FITTINGS INCLUDING BUT NOT LIMITED TO TEES, CROSS. WYE, SOLID SLEEVES, BENDS, REDUCERS, CAPS, AND PLUGS TO MAKE CONNECTIONS TO EXISTING OR NEW WATER LINES.
- CONCRETE USED FOR DRIVE PLACEMENT AND PAVING SHALL BE 3,500 PSI HIGH EARLY STRENGTH CONCRETE. PRICE BID TO INCLUDE THE SAW CUTS OF CONCRETE. EXPANSION JOINTS AND DOWELS.
- FIRE HYDRANT ASSEMBLY COMPLETE PRICE BID ITEM TO INCLUDE THE COST OF (3 L.F. OF 6" WATER LINE , 1-FIRE HYDRANT, 4-6" MEGALUG SERIES 2006 PV, 1-12" RISER IF REQUIRED).
- ESTIMATED QUANTITY. LOCATION, IF AND WHERE REQUIRED, TO BE DETERMINED BY THE ENGINEER. COST TO INCLUDE CURB AND GUTTER.
- CONTRACTOR TO REMOVE AND REPLACE CONCRETE SIDEWALK TO THE NEAREST CONTRACTION JOINT TO MATCH EXISTING PANELS.
- EXISTING WATERLINES ARE SHOWN AT APPROXIMATE LOCATIONS ON PLANS. CONTRACTOR TO FIELD LOCATE THE EXISTING WATERLINES. CONNECTION TO EXISTING WATERLINE SHALL INCLUDE ALL COSTS FOR LABOR AND MATERIAL TO LOCATE AND CUT EXISTING WATERLINE AND INSTALL THE REQUIRED VALVES AND FITTINGS CONNECTING THE NEW WATERLINE. NO ADDITIONAL PAYMENT SHALL BE MADE.
- COST TO INCLUDE HDPE FITTINGS.
- SHALL BE PLACED IN EVERY BORE PIT AND AT MINIMUM EVERY 400 FEET. SEE SPECIAL DETAIL SHEET 28.

ADD ALT. 2

ALT. 2 - LINE 3

ITEM #	ITEM	NOTES	UNIT	QUANTITY	AS-BUILT
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD	(3)(4)	SY	30	
4	STORMWATER POLLUTION PREVENTION PLAN	(2)	LS	1	
5	8" HDPE DR-11 WATERLINE (HDD)	(12)	LF	1,161	
6	6" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	19	
7	6" GATE VALVE & BOX		EA	2	
8	8" GATE VALVE & BOX		EA	2	
9	12"x8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
10	HDPE WALL ANCHOR	(13)	EA	4	
11	FIRE HYDRANT ASSEMBLY	(8)	EA	2	
12	MECHANICAL JOINT FITTINGS	(6)	LB	317	
13	WATER SERVICE RECONNECTION (SHORT)		EA	15	
14	WATER SERVICE RECONNECTION (LONG)		EA	12	
15	REMOVE & REPLACE CONCRETE PAVEMENT	(7)(9)	SY	40	
16	REMOVE & REPLACE CONCRETE DRIVE	(7)(9)	SY	20	
17	REMOVE EXISTING FIRE HYDRANT		EA	2	
18	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
19	TEMPORARY EROSION AND SEDIMENT CONTROL	(1)	LS	1	
20	PRESSURE AND LEAKAGE TESTING		LS	1	
21	DISINFECTION AND TESTING		LS	1	

STATE OF OKLAHOMA
Department of Environmental Quality

APPROVED

May 25 2023

Rocky W. Chen, P.E.

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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

PAY QUANTITIES
& NOTES

DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

SHEET NUMBER

3

G:\PROJECTS\22-223 SHAWNEE INDEPENDENCE WATERLINE\CAD\WTR\22-223 PAY QUANTITIES & NOTES.DWG

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: PROJECT LOCATED IN SECTION 8 & 17, T10N, R4E, I.M.
SHAWNEE, OKLAHOMA.

PROJECT DESCRIPTION: 6500 LF OF WATERLINE IMPROVEMENTS.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: PRIOR TO INITIATING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL STRIP, STOCKPILE, AND STABILIZE TOPSOIL. CLEAR AND GRUB ONLY IN AREAS NECESSARY, PRESERVING AS MUCH NATIVE VEGETATION AS POSSIBLE. INSTALL, MAINTAIN, AND/OR MOVE TEMPORARY SEDIMENT ITEMS AS PRACTICAL WITH CONSTRUCTION OPERATIONS. IF DIRECTED BY THE ENGINEER, PLANT TEMPORARY SEEDING. PLACE SALVAGED TOPSOIL AND DEVICES WHEN AN ACCEPTABLE VEGETATION COVER (AT LEAST 70%) HAS BEEN ATTAINED. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBANCE ACTIVITIES AND ALSO THE DATES OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: AYDELOTTE LOAM

TOTAL AREA OF THE CONSTRUCTION SITE: 4.0 ACRE

ESTIMATED AREA TO BE DISTURBED: 0.5 ACRE

OFFSITE AREA TO BE DISTURBED:
(FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA
PRE-CONSTRUCTION: 3.0 ACRE

TOTAL IMPERVIOUS AREA
POST-CONSTRUCTION: 3.0 ACRE

POST-CONSTRUCTION RUNOFF
COEFFICIENT OF THE SITE: C=0.5

LATITUDE & LONGITUDE
OF CENTER OF PROJECT: 35°20'50"N, 96°54'07"W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: CANADIAN RIVER

SENSITIVE WATERS OR WATERSHEDS: YES NO X

303 (d) IMPAIRED WATERS: YES X NO

IF YES, LIST IMPAIRMENT: ENTEROCOCCUS

LOCATED IN A TMDL: YES X NO

LAKE THUNDERBIRD TMDL: YES NO X

MS4 ENTITY YES X NO

IF YES, LOCATION:

NOTE:
THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- X TEMPORARY SEEDING
- X PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- X PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- STABILIZED CONSTRUCTION EXIT
- X TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- TEMPORARY FIBER LOG
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- ROCK FILTER DAMS
- TEMPORARY SLOPE DRAIN
- PAVED DITCH W/ DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- RIP RAP
- X INLET SEDIMENT FILTER
- TEMPORARY BRUSH SEDIMENT BARRIERS
- SANDBAG BERMS
- TEMPORARY STREAM CROSSINGS

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- X LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- X EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

CONTRACTOR TO REMOVE SEDIMENT WHEN TEMPORARY DEVICES ARE HALF FULL OR AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGE WAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC., THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

- 103.05 BONDING REQUIREMENTS
- 104.10 FINAL CLEANING UP
- 104.12 CONTRACTOR'S RESPONSIBILITY FOR WORK
- 104.13 ENVIRONMENTAL PROTECTION
- 106.08 STORAGE AND HANDLING OF MATERIAL
- 107.01 LAWS, RULES AND REGULATIONS TO BE OBSERVED
- 107.20 STORM WATER MANAGEMENT
 - 220 MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL
 - 221 TEMPORARY SEDIMENT CONTROL

IN ADDITION:

"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, SEPTEMBER 13, 2017.



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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE

POTTAWATOMIE COUNTY, OKLAHOMA

STORMWATER
MANAGEMENT
PLAN

DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

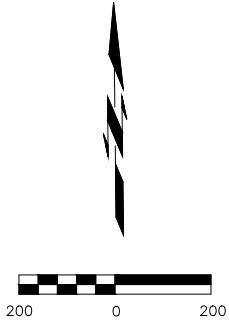
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Adam Divine
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Construction Permitting Section



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WATER SYSTEM IMPROVEMENTS
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

SURVEY DATA

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DATE	4/28/2023

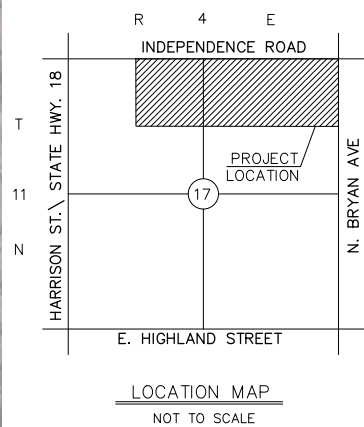
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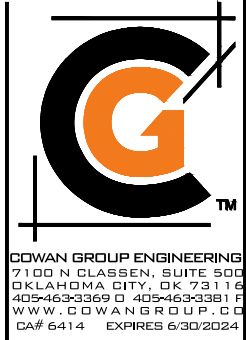
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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

OVERALL MAP	
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6	

G:\PROJECTS\22-223 SHAWNEE INDEPENDENCE WATERLINE CAD\WTR\22-223 OVERALL MAP.DWG

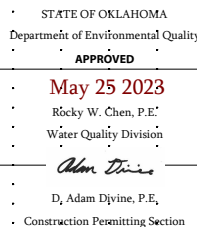


CITY OF SHAWNEE
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WATER SYSTEM IMPROVEMENTS

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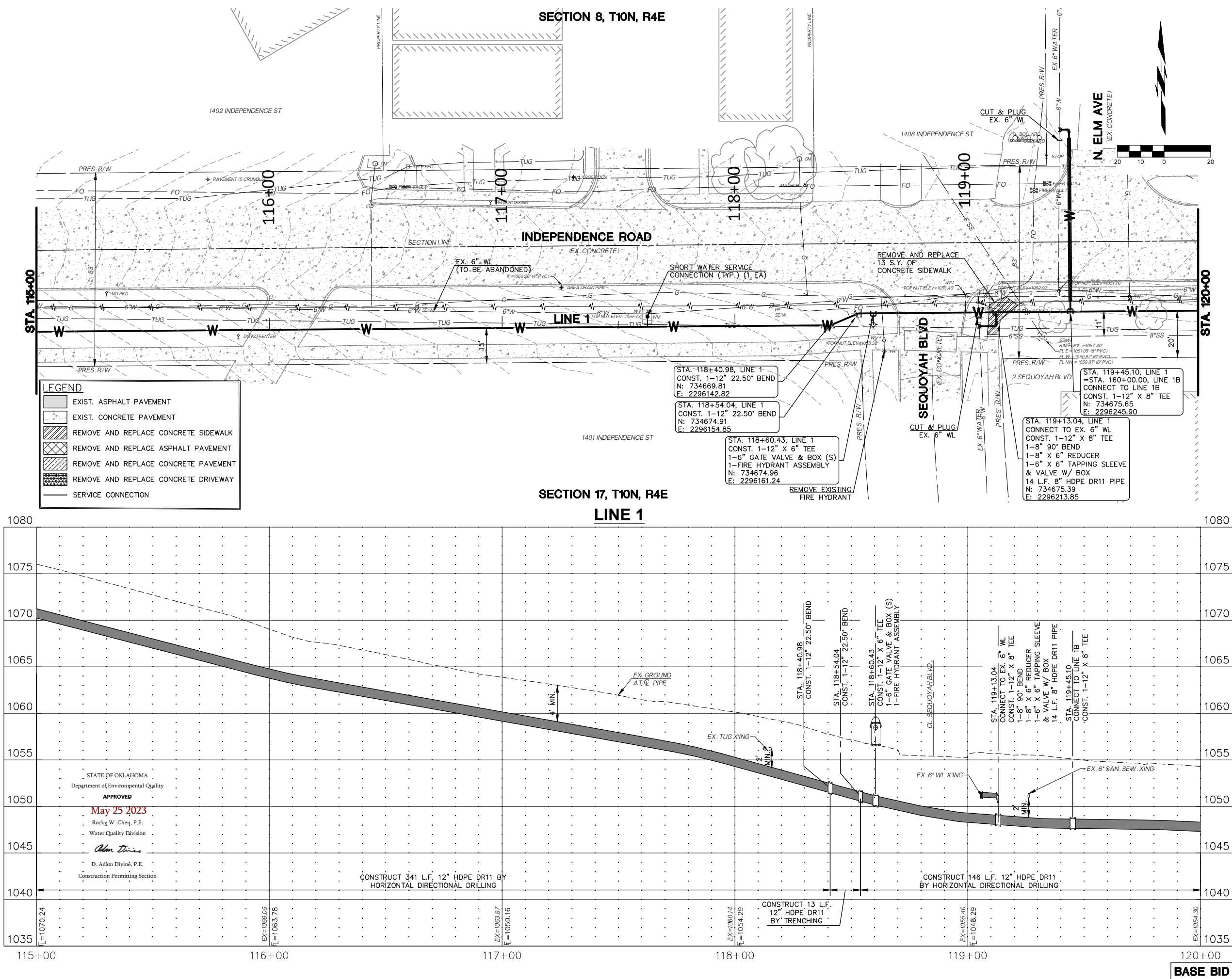
LINE 1 P&P (4 OF 8)

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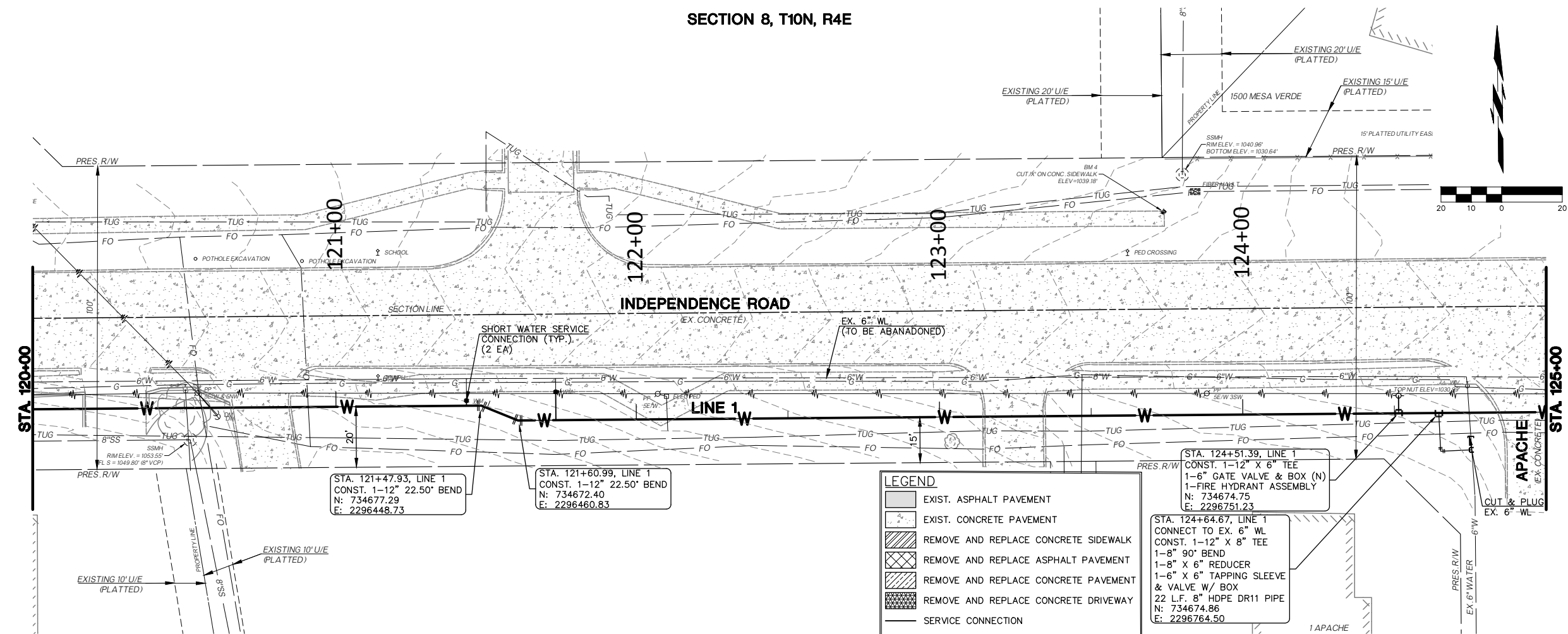
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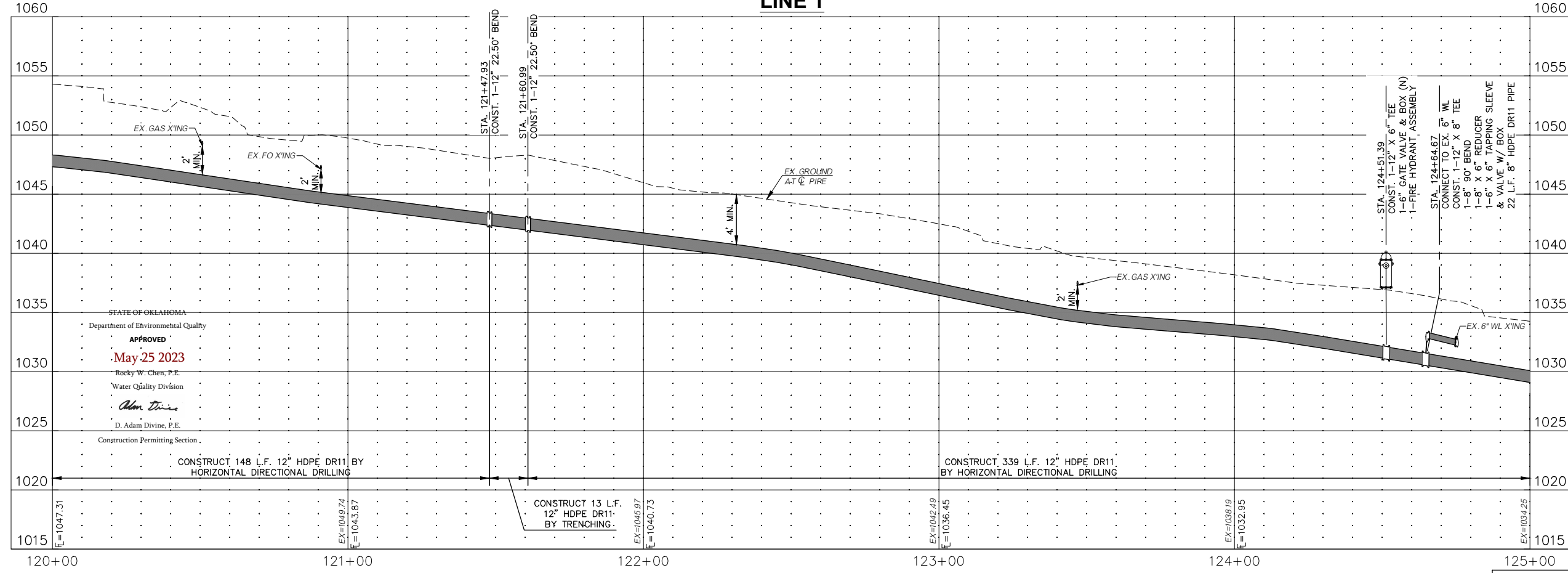


SECTION 8, T10N, R4E



SECTION 17, T10N, R4E

LINE 1



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WATER SYSTEM IMPROVEMENTS
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

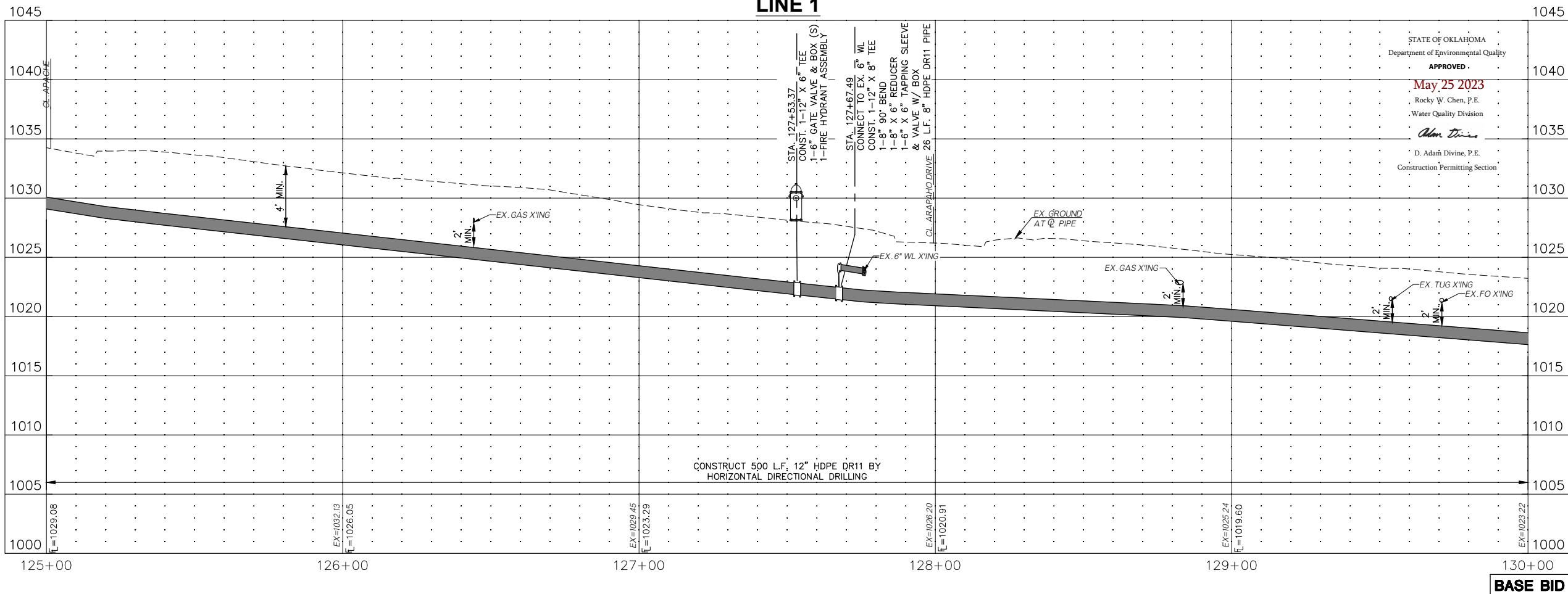
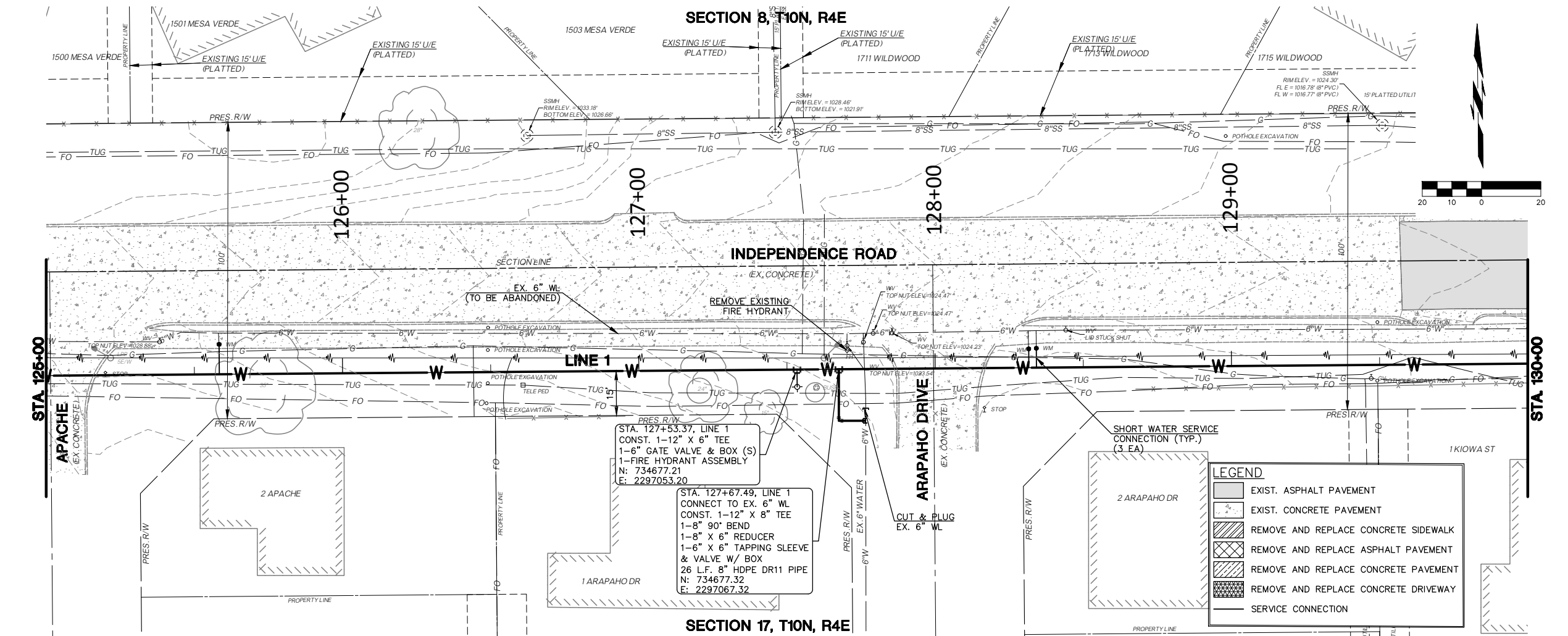
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(5 OF 8)**

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WATER SYSTEM IMPROVEMENTS

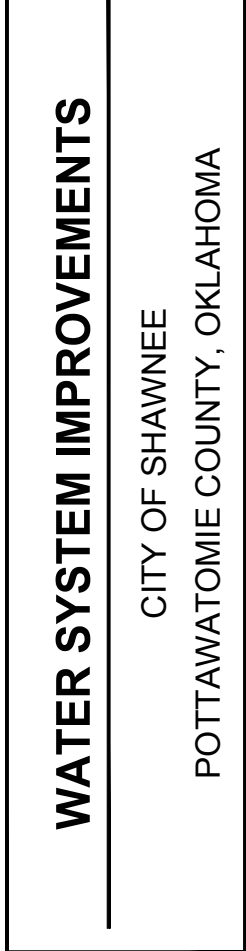
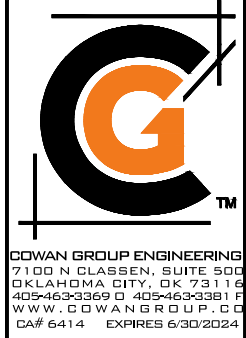
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POTTAWATOMIE COUNTY, OKLAHOMA

LINE 1 P&P
(6 OF 8)

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LINE 1 P&P (7 OF 8)	
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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

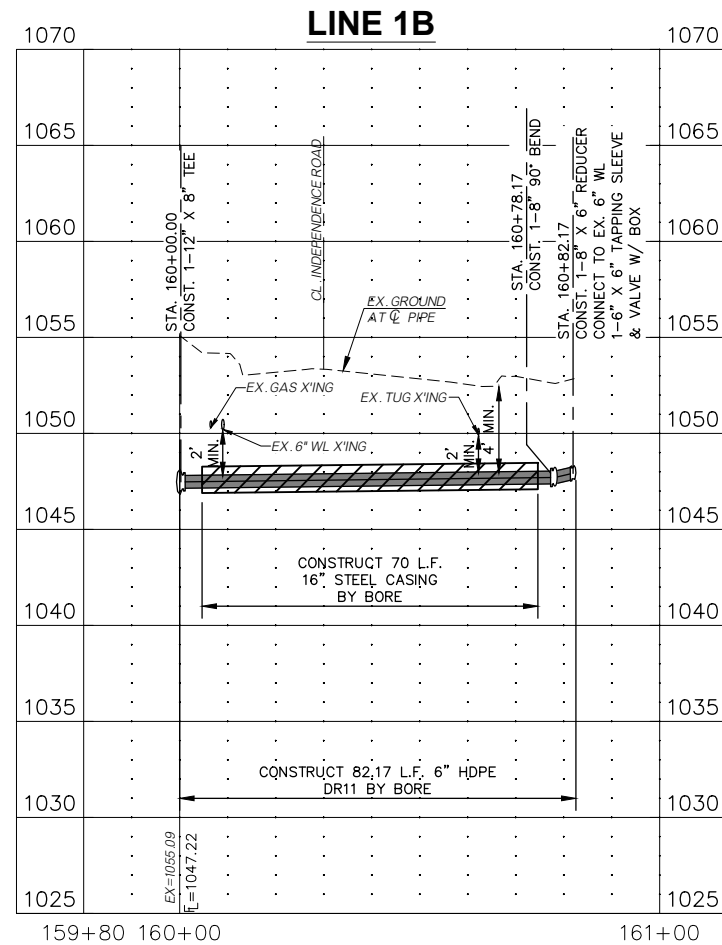
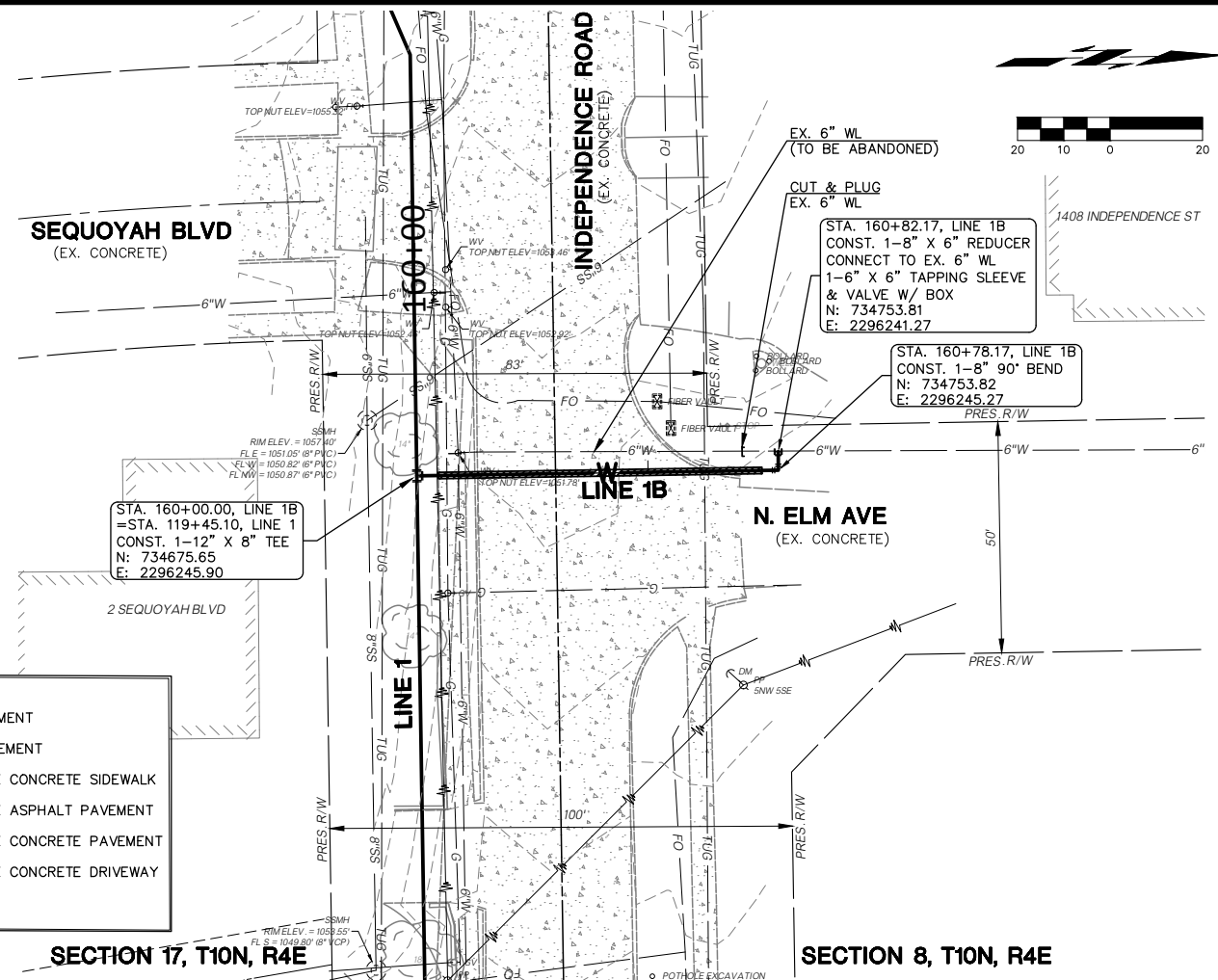
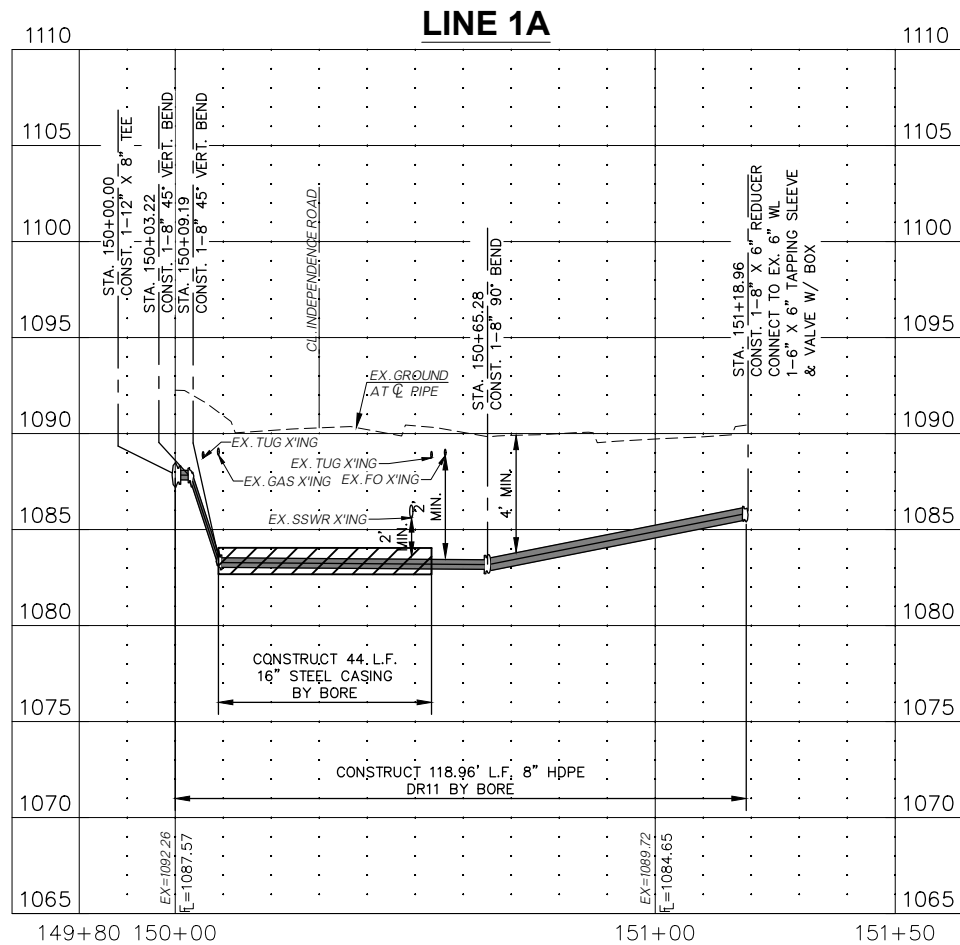
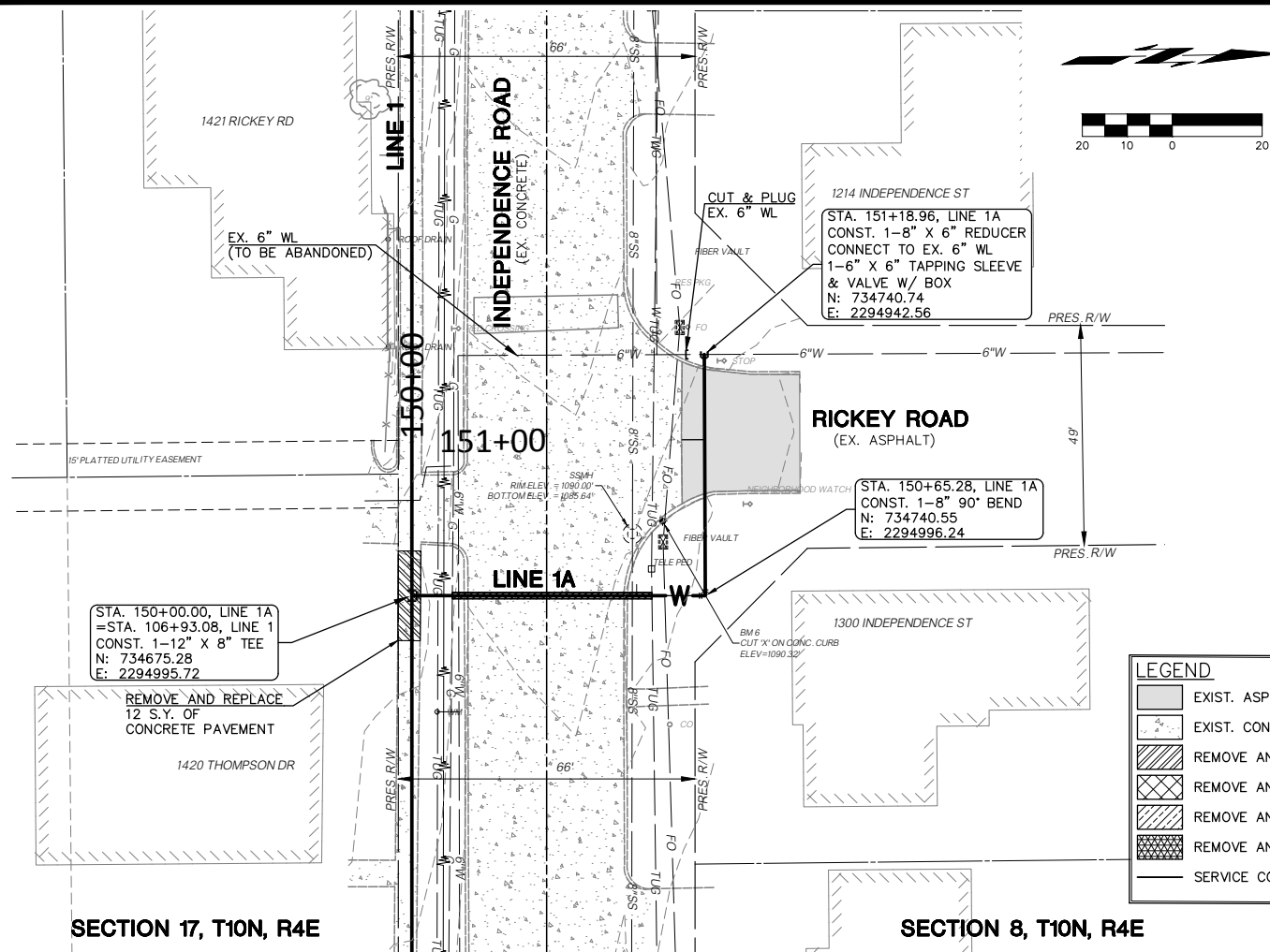
LINE 1 P&P
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14



STATE OF OKLAHOMA
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BASE BID



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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 1A & LINE 1B P&P

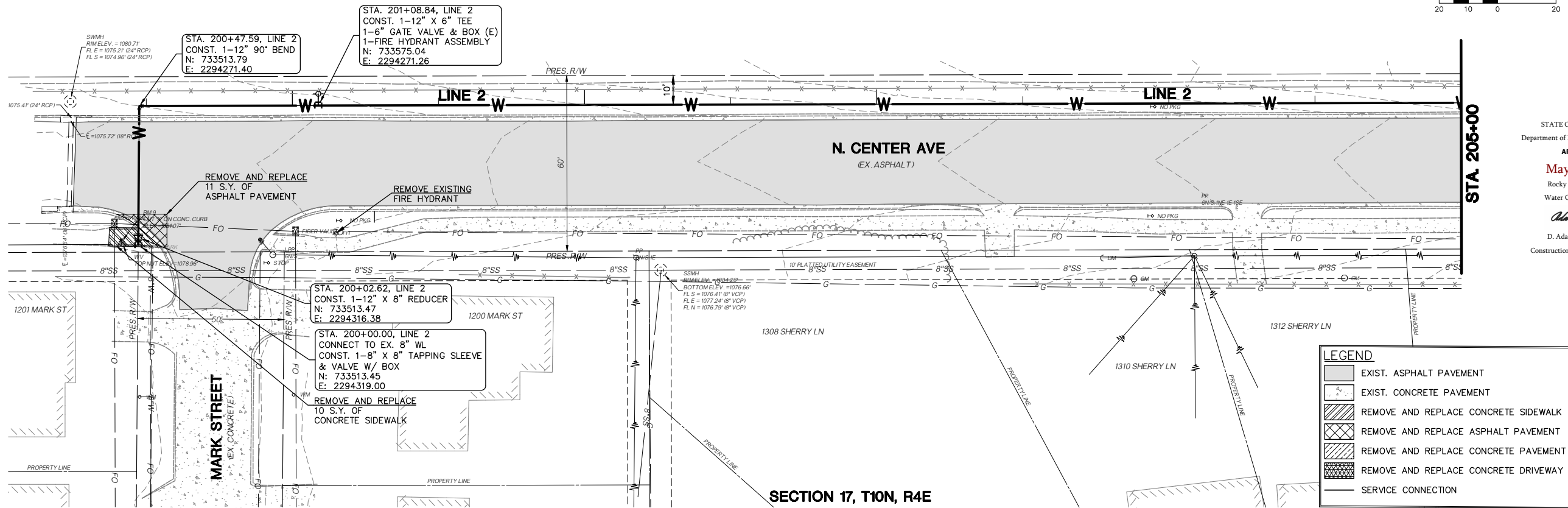
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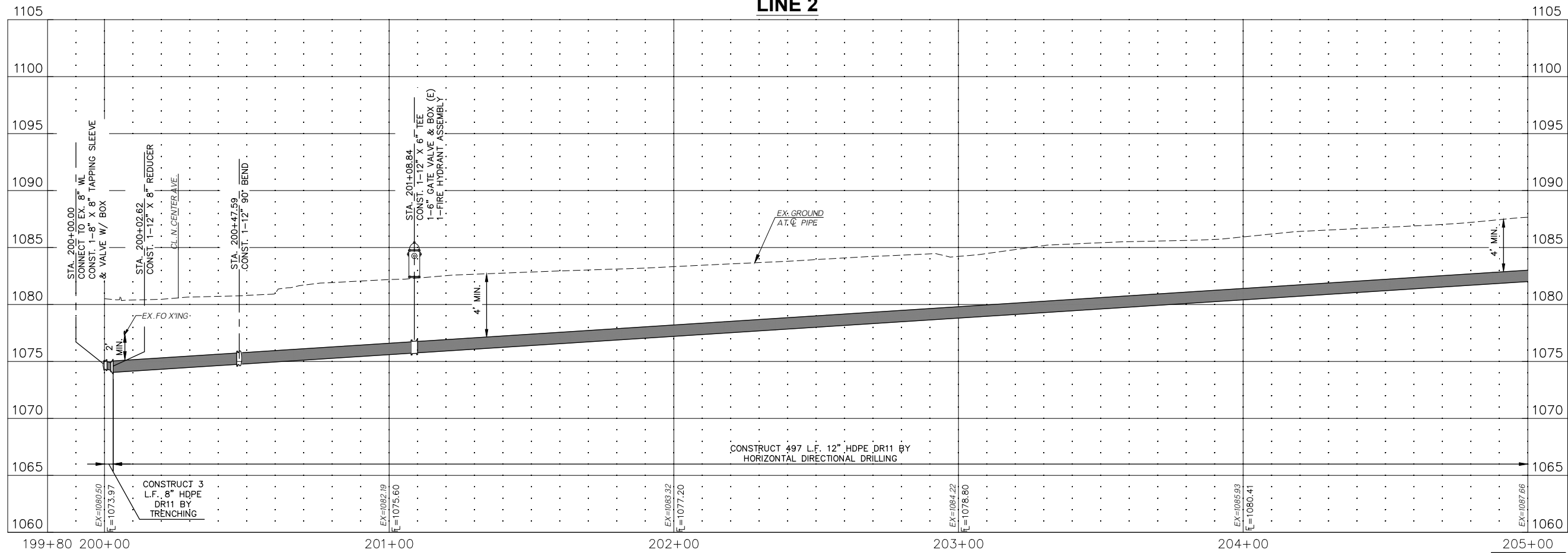
BASE BID

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LEGEND	
	EXIST. ASPHALT PAVEMENT
	EXIST. CONCRETE PAVEMENT
	REMOVE AND REPLACE CONCRETE SIDEWALK
	REMOVE AND REPLACE ASPHALT PAVEMENT
	REMOVE AND REPLACE CONCRETE PAVEMENT
	REMOVE AND REPLACE CONCRETE DRIVEWAY
	SERVICE CONNECTION



ALT. 1



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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 2 P&P
(1 OF 2)

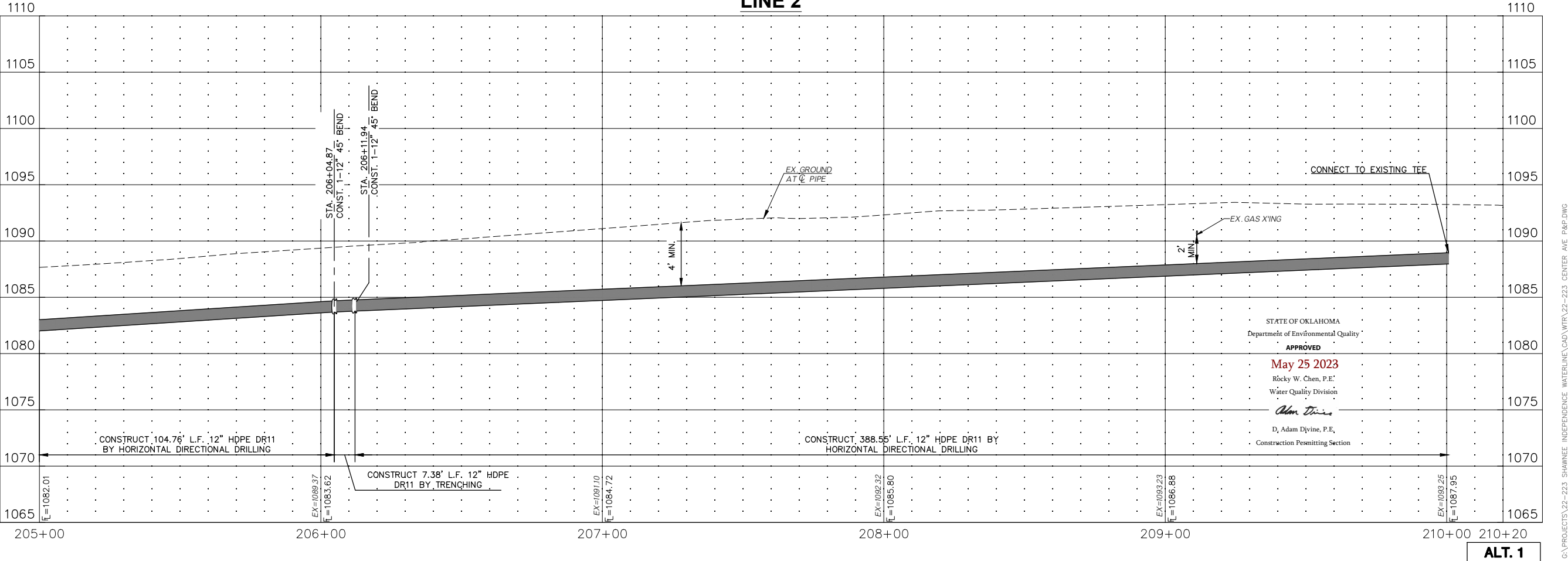
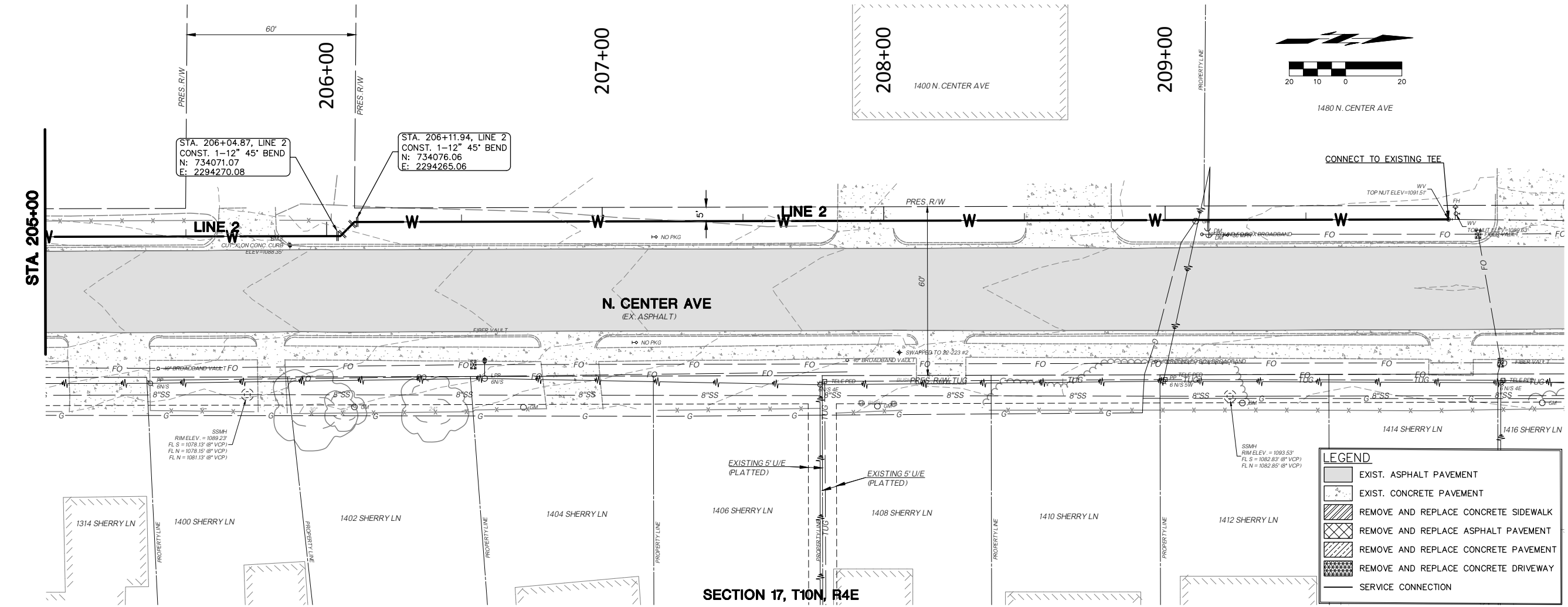
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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 2 P&P (2 OF 2)	
DESIGNED BY	GMT
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17	

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WATER SYSTEM IMPROVEMENTS

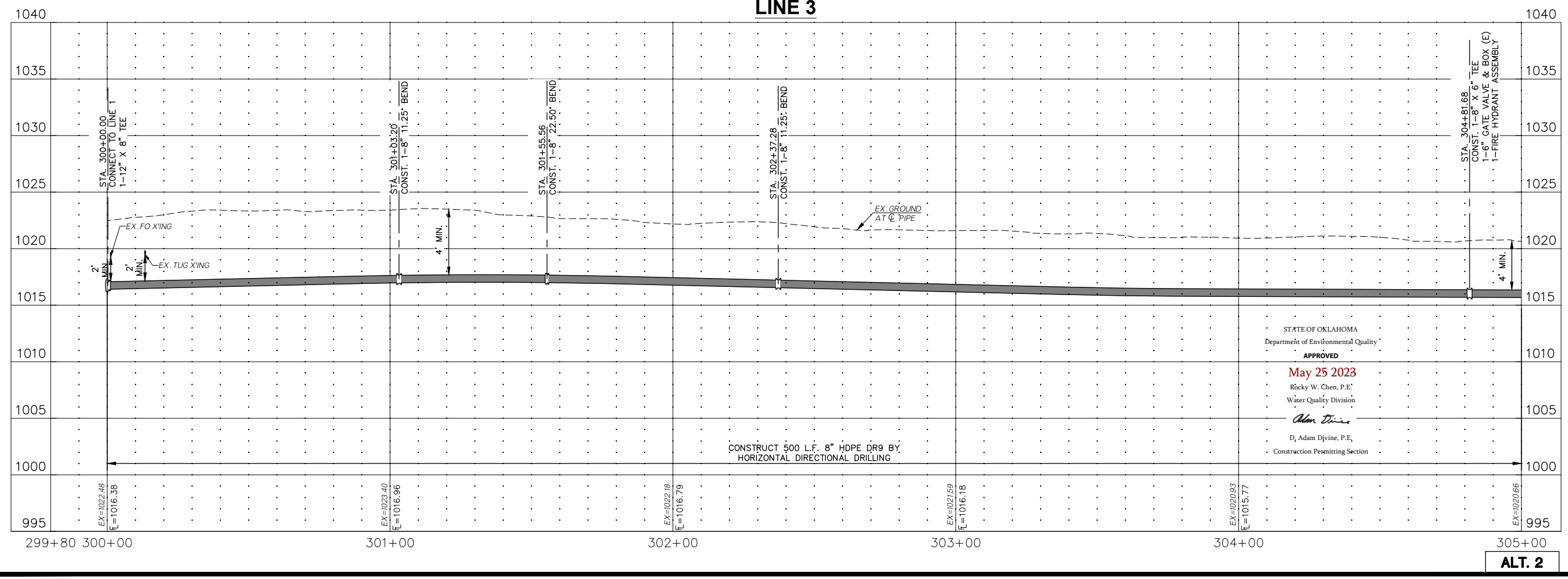
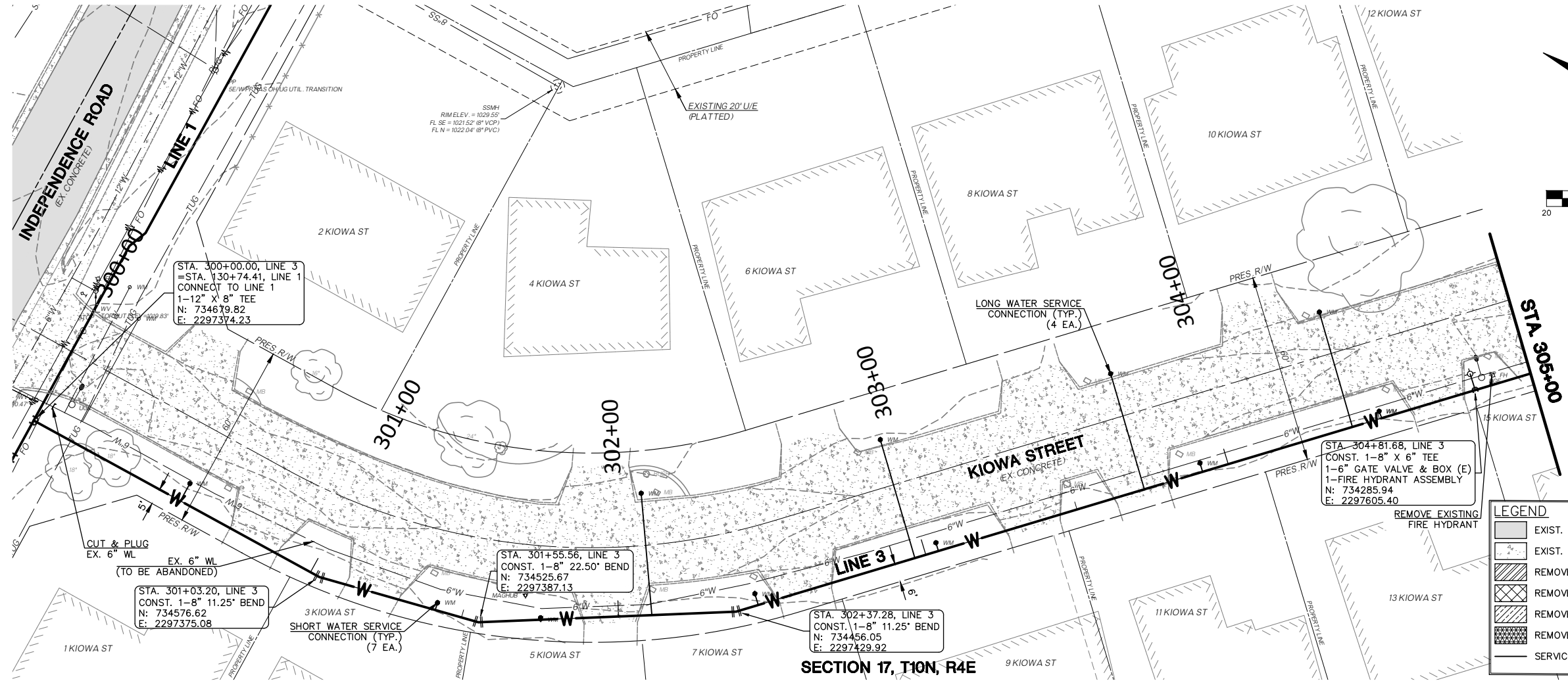
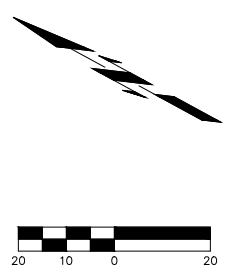
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 3 P&P (1 OF 3)

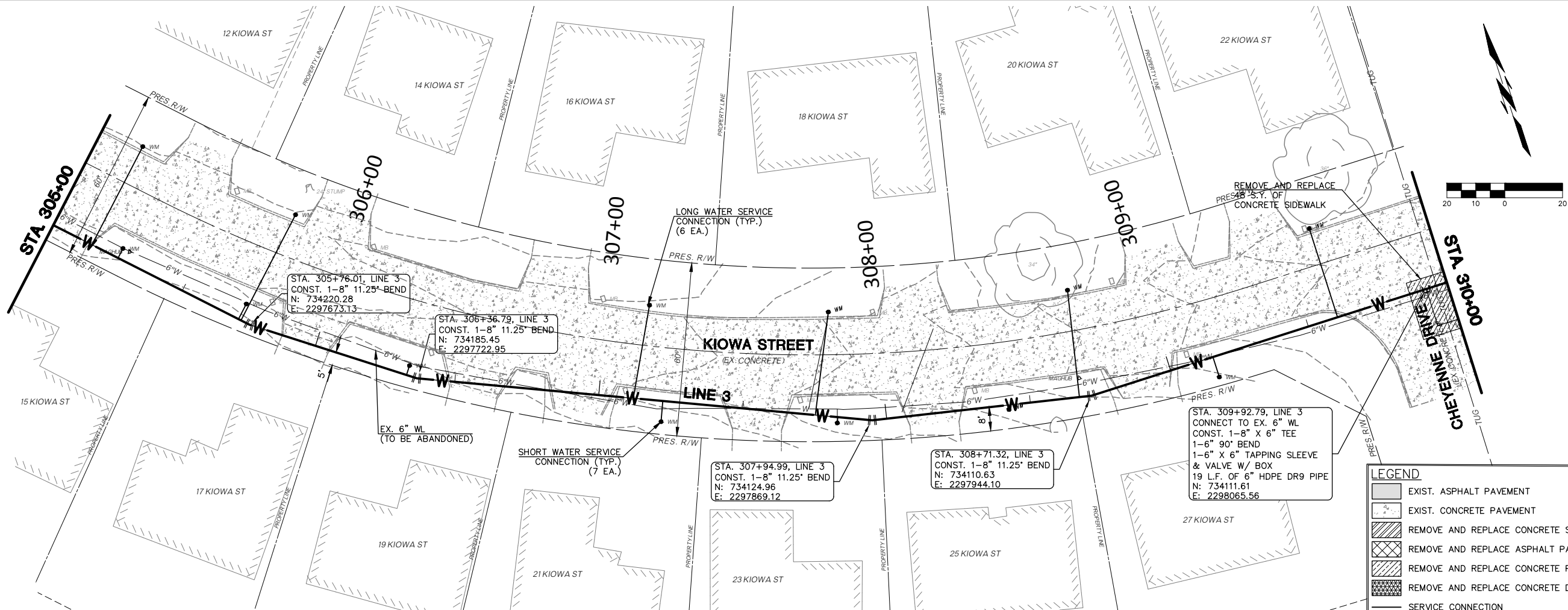
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REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

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18

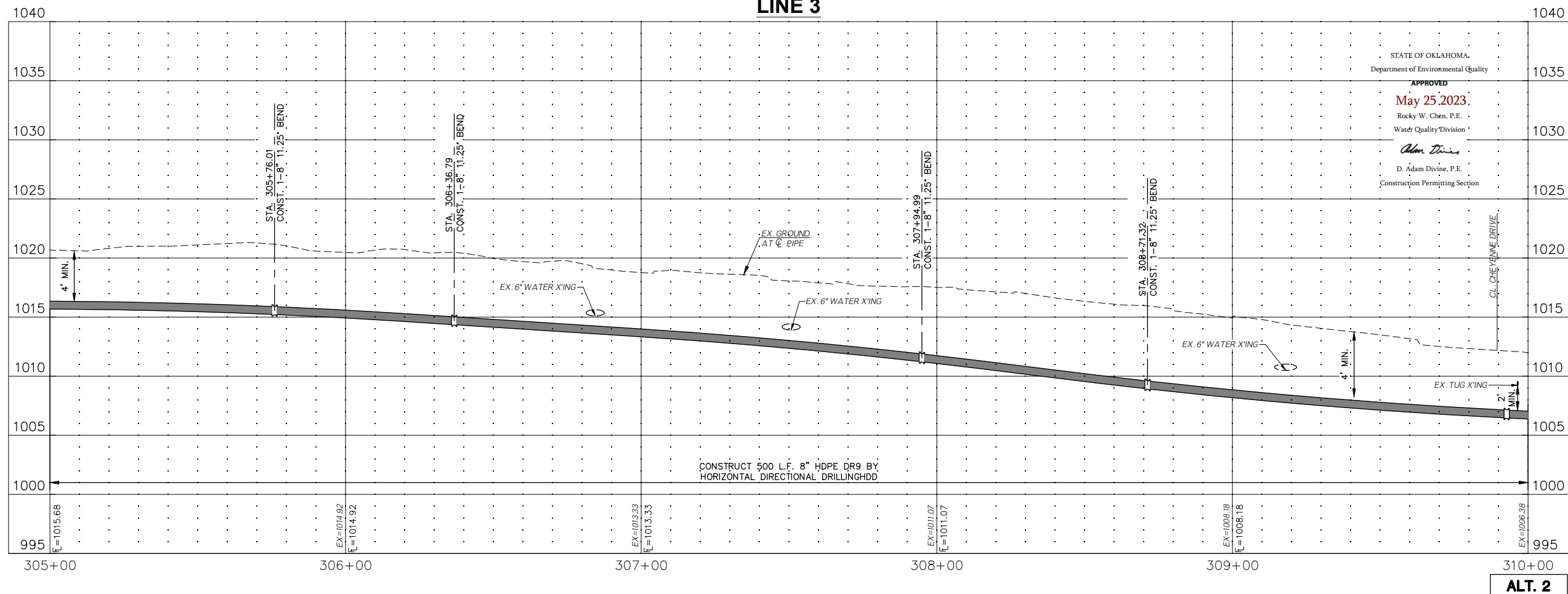


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SECTION 17, T10N, R4E

LINE 3





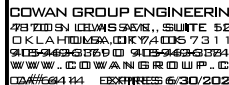
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OKLAHOMA CITY, OK 73116
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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

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SHEET NUMBER		19

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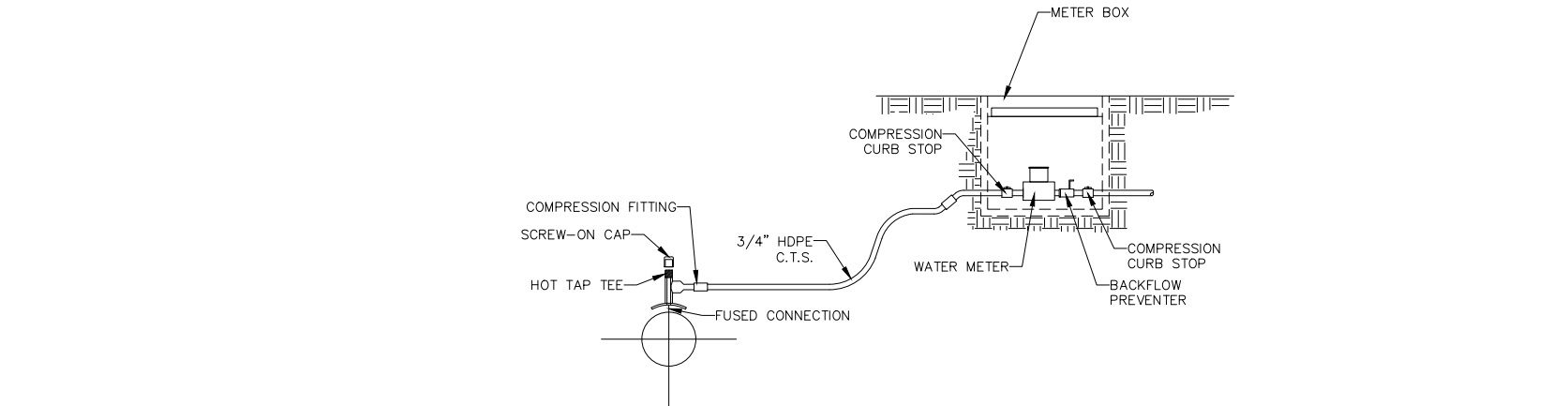


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POTTAWATOMIE COUNTY, OKLAHOMA

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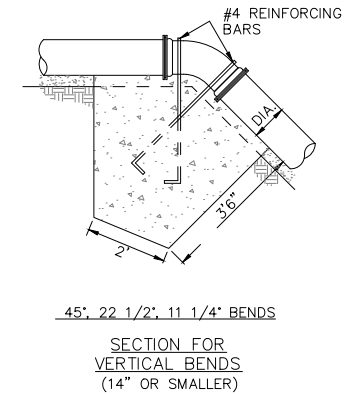
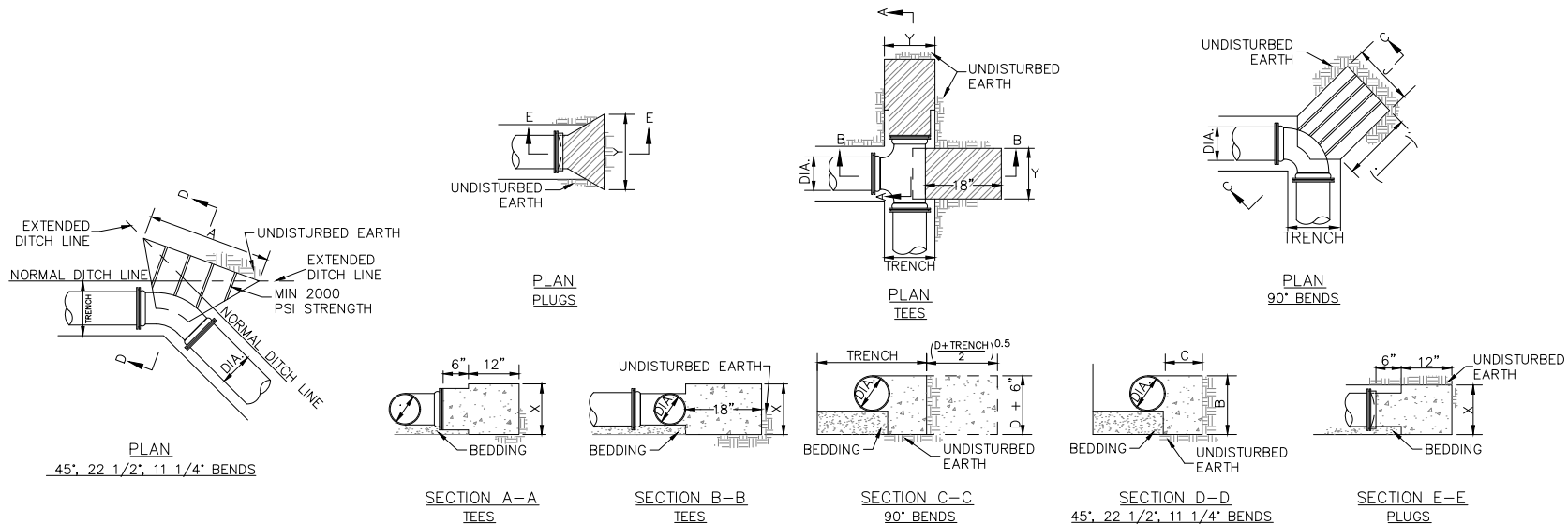
~~Page 637 of 67~~

Friday, April 28, 2023 11:23:51 AM



TYPICAL SERVICE LINE CONNECTION

SCALE: N.T.S.



DIMENSIONS FOR CONCRETE ANCHORAGES													
PIPE DIA.	TRENCH WIDTH	45° BEND			22 1/2° BEND			11 1/4° BEND			TEE OR PLUG		90° BEND
		A	B	C	A	B	C	A	B	C	X	Y	J
36	60	7'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	3'-4"	4'-0"	6'-5"
30	54	5'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	3'-0"	3'-6"	5'-8"
24	44	3'-9"	2'-6"	1'-10"	2'-6"	2'-6"	1'-1"	2'-0"	2'-6"	1'-0"	3'-0"	3'-3"	4'-9"
20	39	2'-9"	2'-2"	1'-8"	2'-0"	2'-2"	1'-1"	2'-0"	2'-2"	0'-11"	3'-0"	3'-0"	4'-1"
18	37	2'-3"	2'-0"	1'-6"	2'-0"	2'-0"	1'-1"	2'-0"	2'-0"	0'-11"	2'-0"	2'-3"	3'-9"
16	35	2'-0"	1'-10"	1'-5"	2'-0"	1'-10"	1'-1"	2'-0"	1'-10"	0'-11"	2'-0"	1'-6"	3'-6"
12	30	2'-0"	1'-6"	1'-4"	2'-0"	1'-6"	1'-0"	2'-0"	1'-6"	0'-11"	2'-0"	1'-0"	3'-0"
10	28	2'-0"	1'-4"	1'-4"	2'-0"	1'-4"	1'-0"	1'-10"	1'-4"	0'-11"	1'-8"	1'-0"	2'-8"
8	26	2'-0"	1'-2"	1'-4"	1'-10"	1'-2"	1'-0"	1'-8"	1'-2"	0'-11"	1'-6"	0'-10"	2'-4"
6	24	2'-0"	1'-1"	1'-4"	1'-8"	1'-1"	1'-0"	1'-6"	1'-0"	0'-11"	1'-4"	0'-8"	2'-1"

THRUST BLOCKING

STATE OF OKLAHOMA
Department of Environmental Quality
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May 25 2023
Rocky W. Chen, P.E.
Water Quality Division
D. Adam Divine, P.E.
Construction Permitting Section



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WATER SYSTEM IMPROVEMENTS

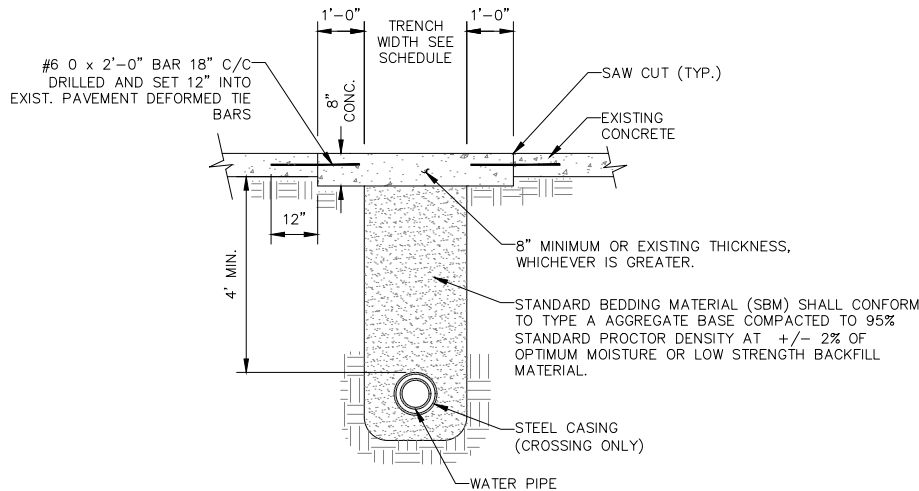
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

WATER DETAILS
(2 OF 3)

DESIGNED BY	GMT
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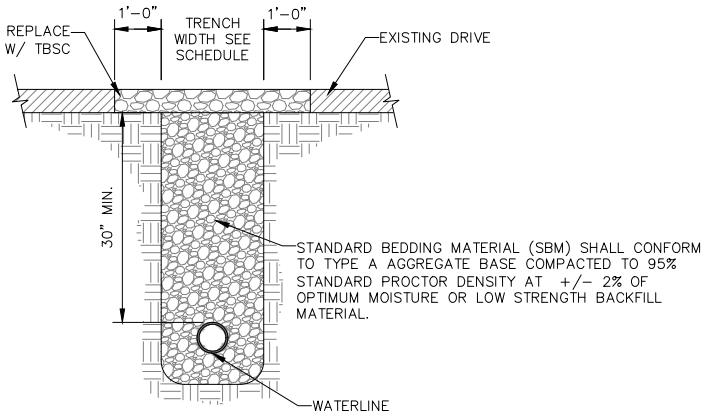
REVISIONS

SHEET NUMBER
23



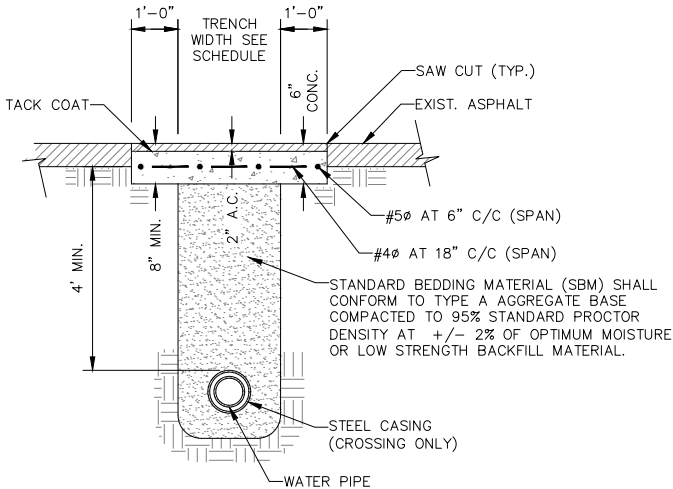
PAVING CUT AND PERMANENT REPAIR CONCRETE

SCALE: N.T.S.



DRIVE CUT AND PERMANENT REPAIR GRAVEL

SCALE: N.T.S.



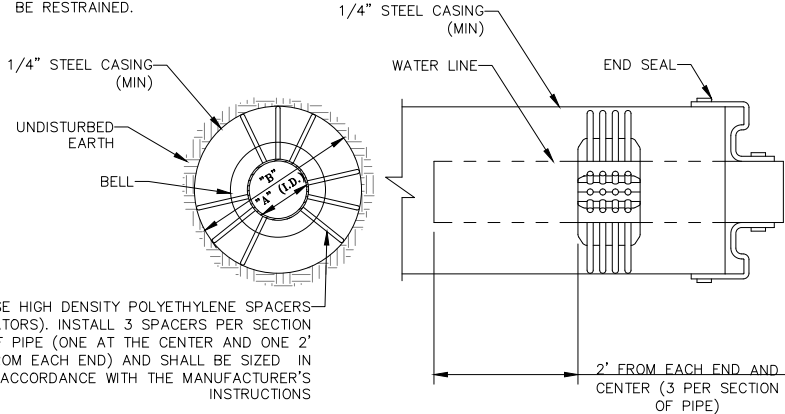
PAVING CUT AND PERMANENT REPAIR ASPHALT

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NOTES:

1. CONSTRUCT WATER TIGHT PLUG AT EACH END OF CASING
2. ALL WATERLINE JOINTS WITHIN CASING SHALL BE RESTRAINED.

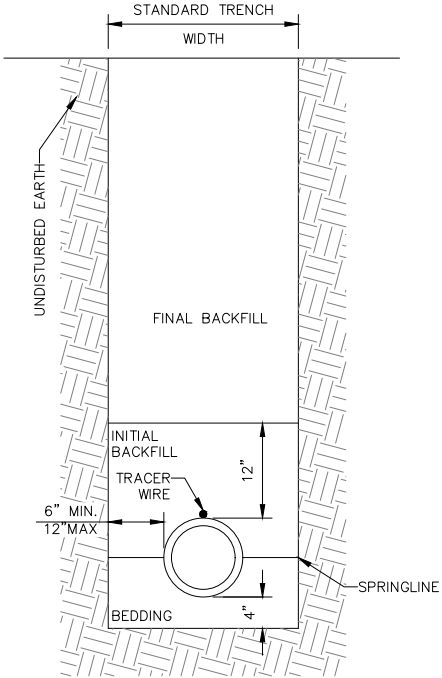


STANDARD ROAD CROSSING BORE

SCALE: N.T.S.

PIPE & STEEL CASING SCHEDULE	
PIPE DIA. "A"	CASING DIA. "B"
6"	14"
8"	16"
10"	18"
12"	18"
16"	22"
18"	24"
24"	32"

INSIDE PIPE DIAMETER (IN.)	STANDARD TRENCH WIDTH (IN.)
6	18
8	24
10	30
12	30
15	36
18	36
21	42
24	42
27	48
30	48
36	54
42	60
48	66



PIPE INSTALLATION

SCALE: N.T.S.

NOTES:

1. STANDARD BEDDING MATERIAL (SBM), SHALL CONFORM TO TYPE A AGGREGATE BASE LOW STRENGTH BACKFILL MATERIAL.
2. SELECT FILL CONSISTS OF EXCAVATED MATERIALS FREE OF ROCKS LARGER THAN 2-1/2 INCHES, ORGANIC MATERIAL, RUBBISH, DEBRIS, AND ALL OTHER OBJECTIONABLE MATERIAL.
3. IF STONE IS DISCOVERED IN TRENCH, REMOVE ALL STONES FOUND IN THE TRENCH TO A DEPTH OF AT LEAST 6 INCHES BELOW THE BOTTOM OF THE PIPE.
4. COMPACTION REQUIREMENTS:
A. PAVED AREAS: 95% STANDARD PROCTOR DENSITY
B. NON-PAVED AREAS: 90% STANDARD PROCTOR DENSITY IF COVER DEPTH < 10'. 95% STANDARD PROCTOR DENSITY IF COVER DEPTH > 10'.

DESCRIPTION	PAVED AREAS		NON-PAVED AREAS	
	FLEXIBLE PIPE	RIGID PIPE	FLEXIBLE PIPE	RIGID PIPE
FINAL BACKFILL	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	EXCAVATED MATERIAL	EXCAVATED MATERIAL
INITAL BACKFILL	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	COVER DEPTH ≤ 10' - SELECT FILL COVER DEPTH > 10' - STAND. BEDDING MATERIAL	SELECT FILL
BEDDING	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)



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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

WATER DETAILS (3 OF 3)

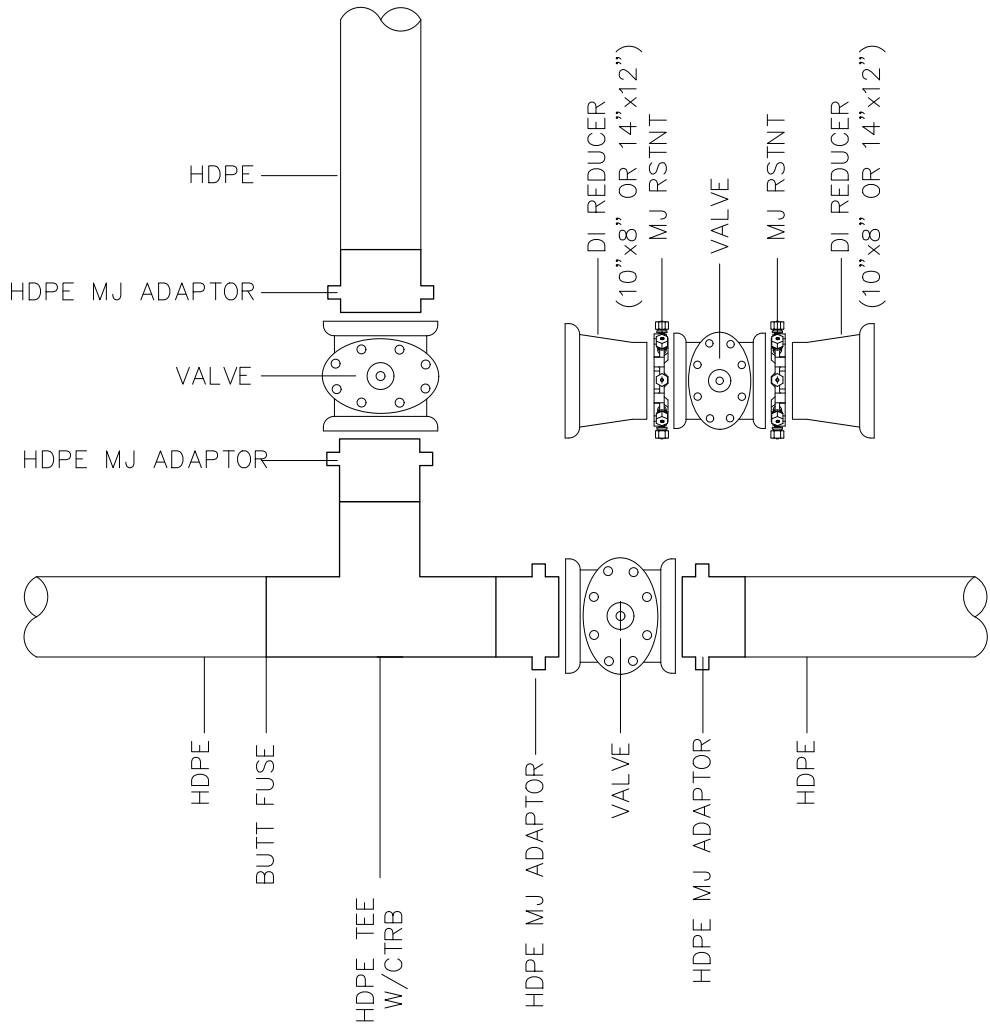
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REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

SHEET NUMBER

24

Friday, April 28, 2023 11:23:55 AM



HDPE TEE (HDPE MAIN / HDPE BRANCH)

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

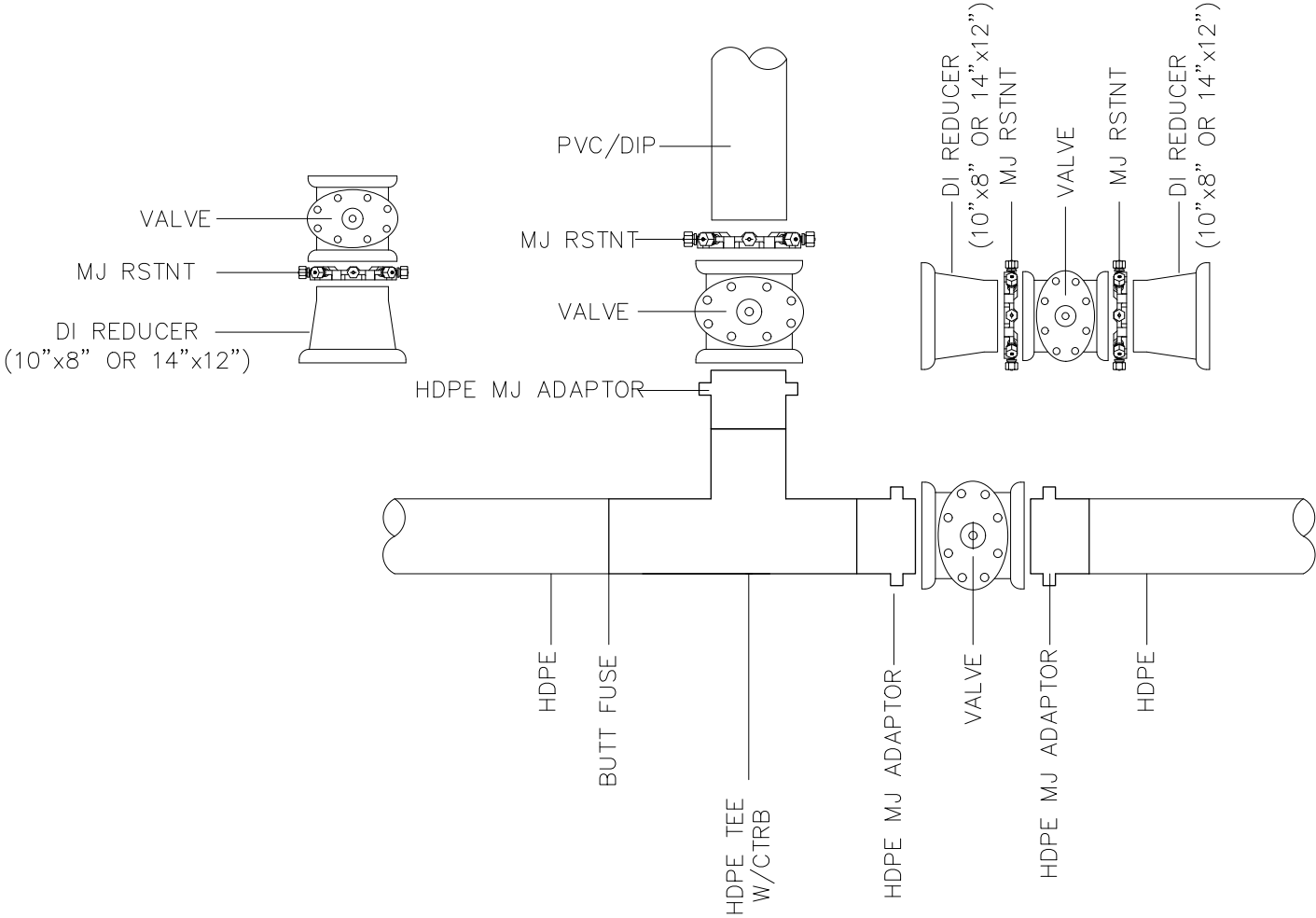
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" GATE VALVE. USE 8" x 6" DI REDUCER AND 6" GATE VALVE ONLY WHEN CONNECTING TO 6" DIP/PVC.

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

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

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



HDPE TEE (HDPE MAIN / DIP OR PVC BRANCH)

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Department of Environmental Quality
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Adam Divine
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Construction Permitting Section

WATER SYSTEM IMPROVEMENTS
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

SPECIAL DETAILS
(1 OF 5)

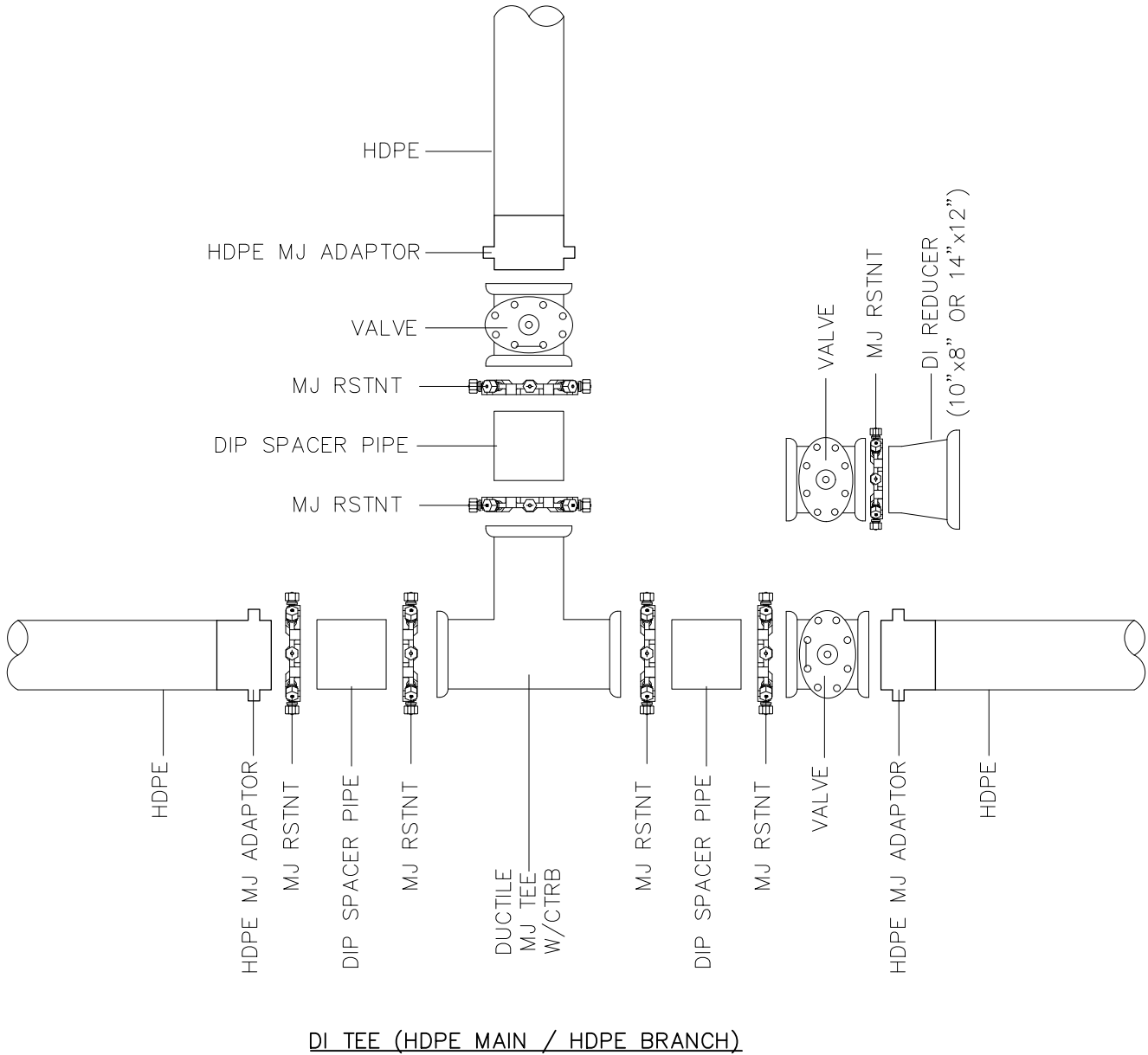
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25

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Friday, April 28, 2023, 11:23:56 AM



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

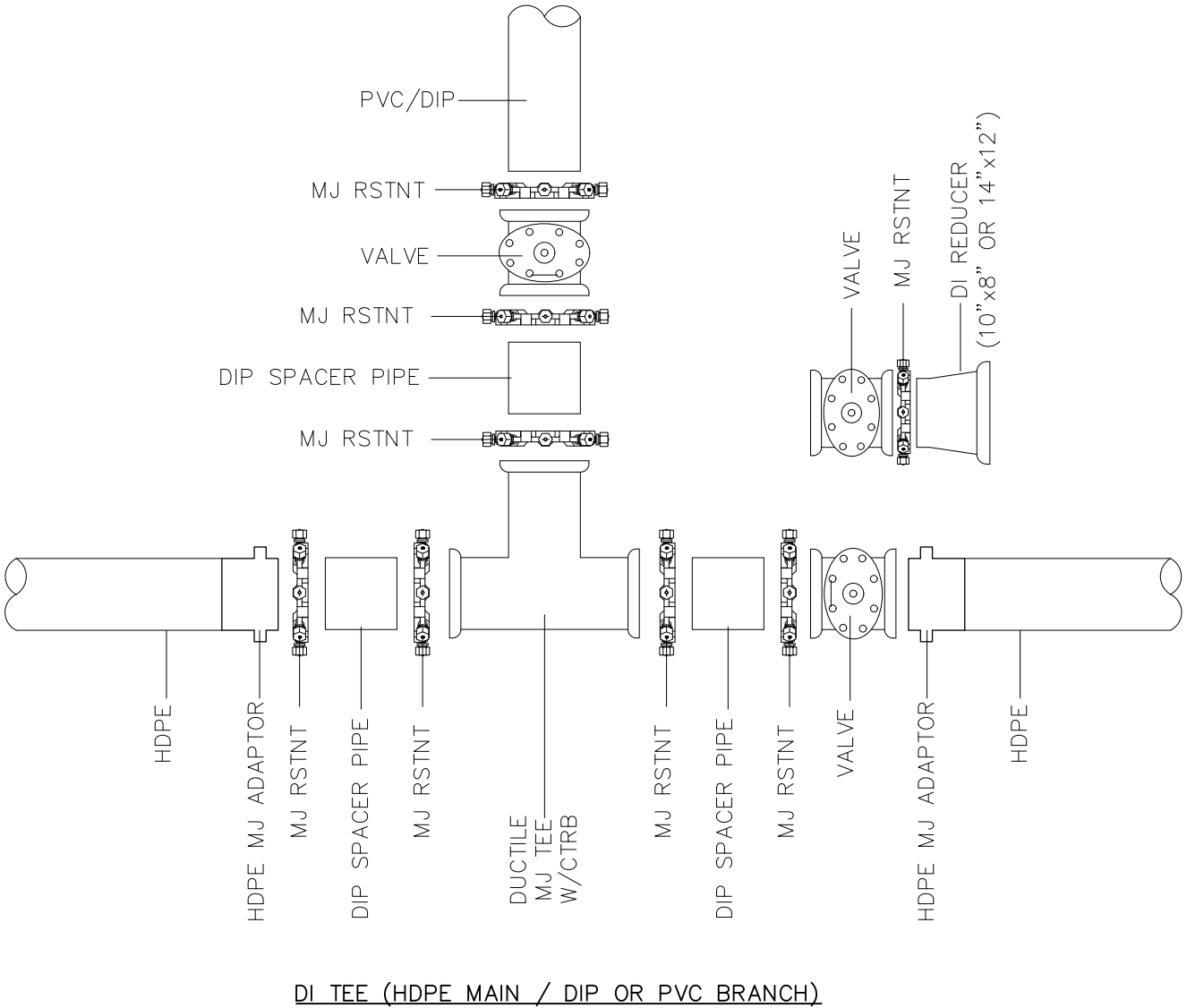
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" GATE VALVE. USE 8" x 6" DI REDUCER AND 6" GATE VALVE ONLY WHEN CONNECTING TO 6" DIP/PVC.

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

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

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



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WATER SYSTEM IMPROVEMENTS

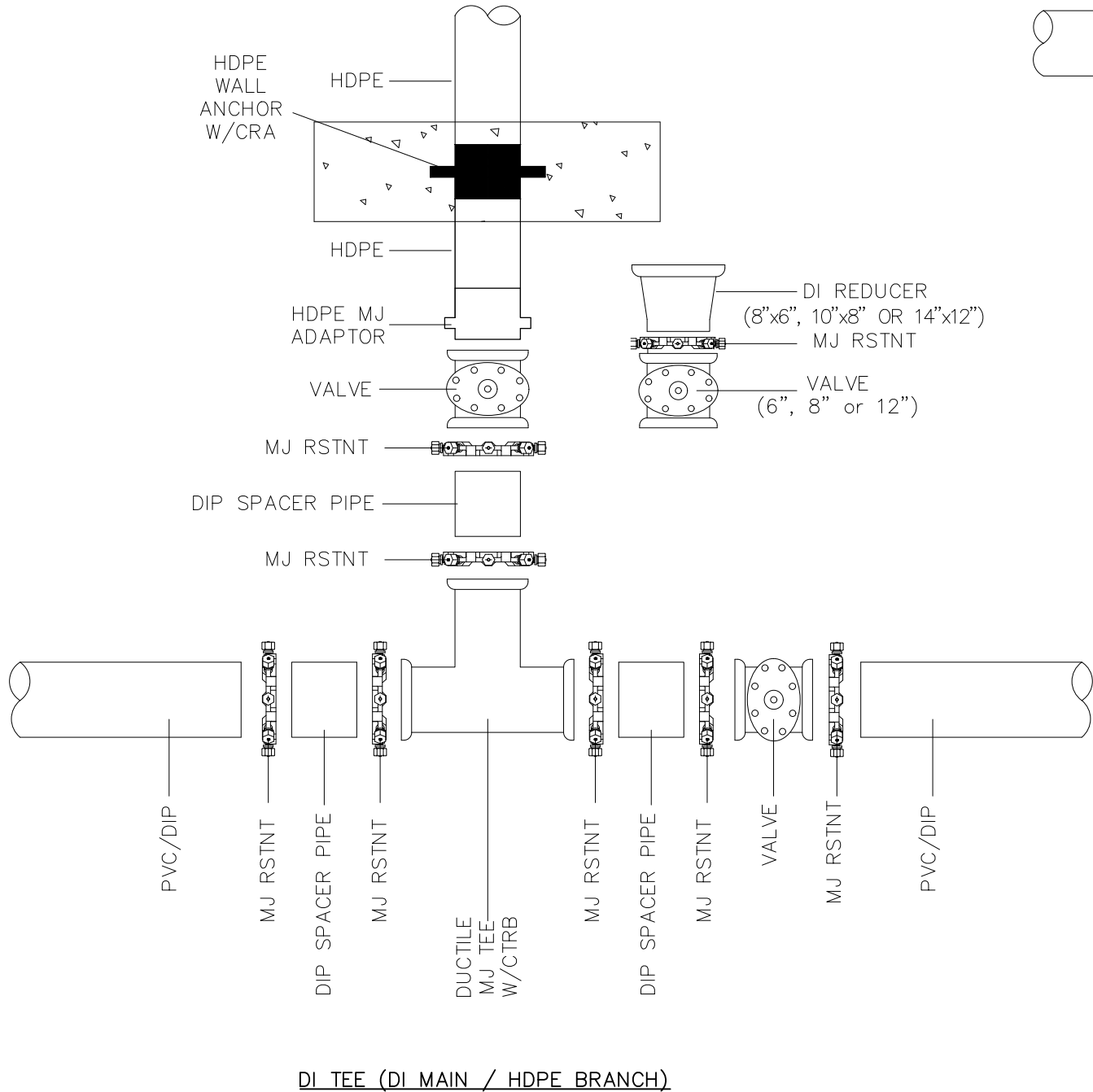
CITY OF SHAWNEE
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SPECIAL DETAILS (2 OF 5)

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Friday, April 28, 2023 11:23:58 AM



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

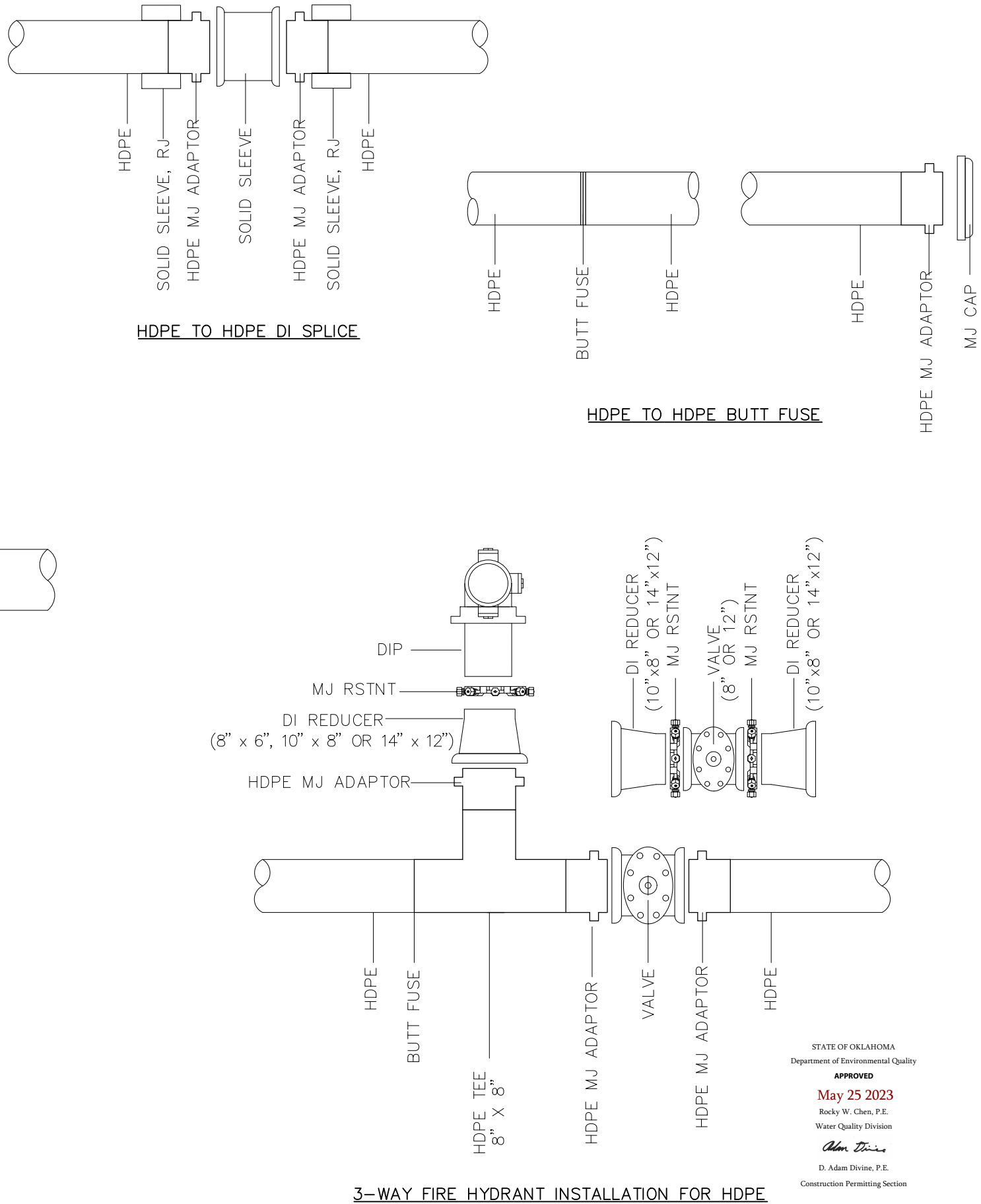
TYPICAL CONFIGURATIONS:

WHEN HDPE BRANCH IS 8", USE 8" GATE VALVE. USE 8" x 6" DI REDUCER AND 6" GATE VALVE ONLY WHEN CONNECTING TO 6" DIP/PVC.

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

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

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



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WATER SYSTEM IMPROVEMENTS

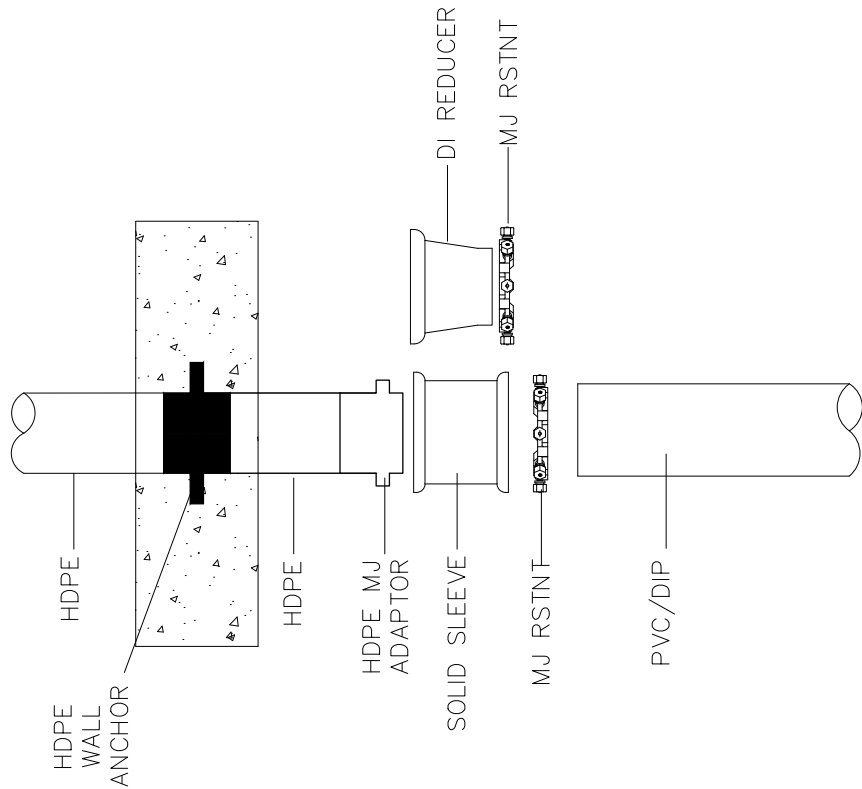
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

SPECIAL DETAILS (3 OF 5)

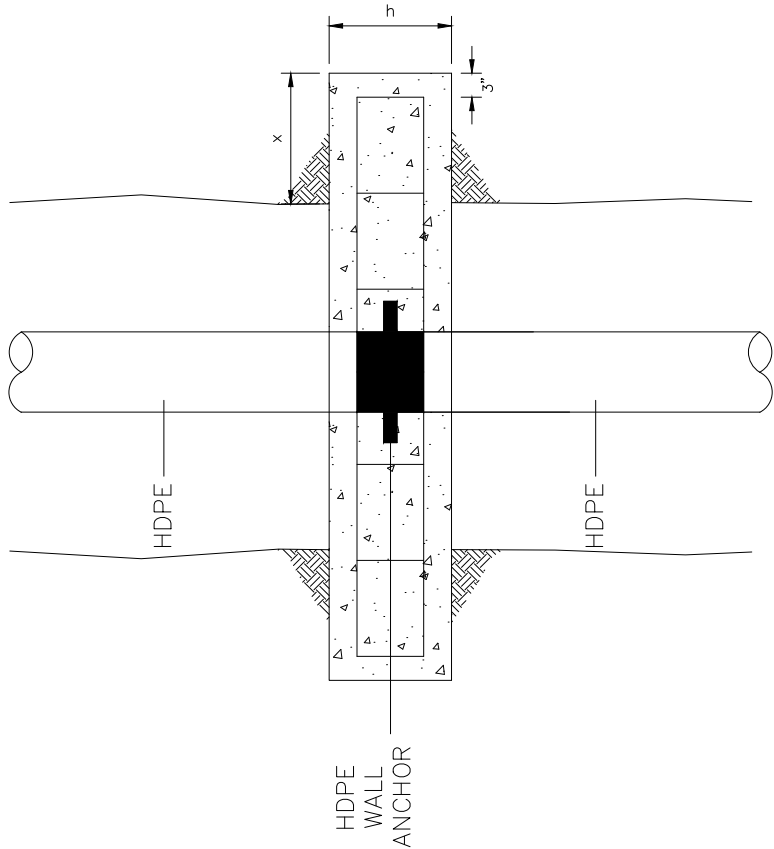
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REVIEWED BY	GMT
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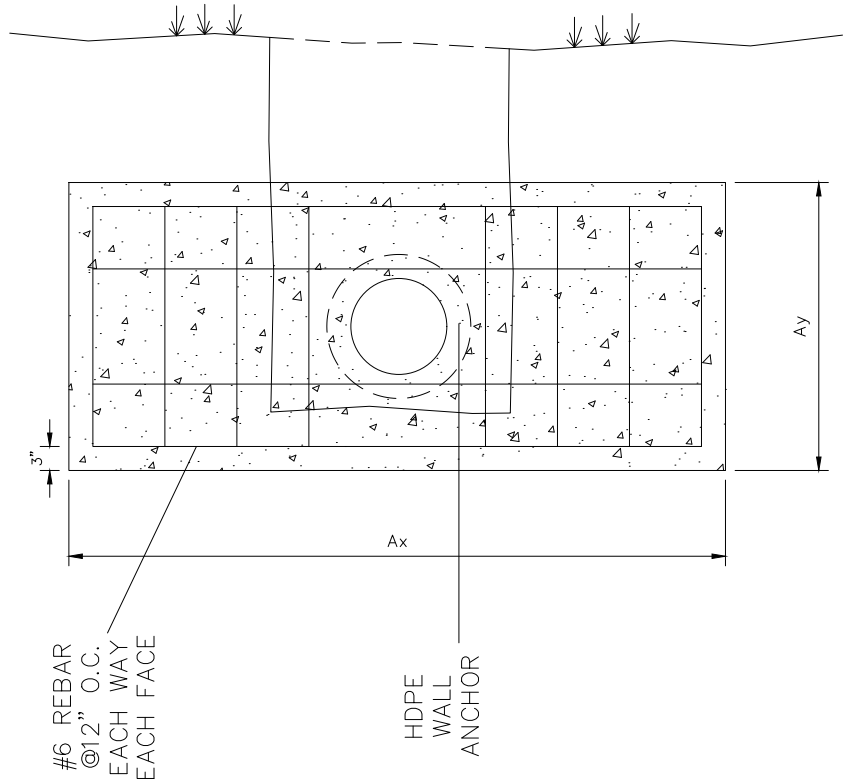
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27



HDPE TO DI/PVC SPLICE



HDPE WALL ANCHOR



DIPS PIPE SIZE (DR11)	PRESSURE	x (in)	Ax (in)	Ay (in)	Ab (sf)	h (in)	Vol (in)
8"	150 PSI	30	90	36	15	18	34
10"	150 PSI	36	102	42	221	18	45
12"	150 PSI	45	120	48	30	24	80
14"	150 PSI	54	144	54	40	24	108

THE MINIMUM SURFACE AREAS SHOWN ARE BASED ON A MAX STATIC PIPE PRESSURE OF 150 PSI AND ANN ALLOWABLE SOIL BEARING CAPACITY OF 1000 PSI. POLYETHYLENE PIPINS SYSTEM FIELD MANUAL FOR MUNICIPAL WATER APPLICATIONS 2009 EDITION.

THE DESIGN ENGINEER IS RESPONSIBLE FOR VERIFYING ASSUMPTION BASED ON ACTUAL SITE CONDITIONS. IF SITE CONDITIONS VARY FROM THE ASSUMPTIONS THE DESIGN ENGINEER SHALL PROVIDE A SITE SPECIFIC DESIGN.

THE MINIMUM LATERAL BEARING SURFACE AREA (Ab) AND APPROXIMATE VOLUME OF CONCRETE (Vol) SHALL BE SHOWN ON THE CONSTRUCTION PLANS FOR ALL CONCRETE WALL ANCHOR BLOCKS.

THE APPROXIMATE VOLUMES SHOWN ARE BASED ON THE MINIMUM DIMENSIONS IN THE TABLE.
A TRENCH WIDTH OF 30-INCHES (8"-12") OR 36-INCHES (14") AND 6" BEDDING UNDER THE PIPE ARE ASSUMED FOR BEARING CALCULATIONS (Ax, Ay, x AND y).

THE DESIGN ENGINEER SHALL ENSURE THE CONSTRUCTION OF THE CONCRETE WALL ANCHOR BLOCK SHALL NOT CONFLICT WITH OTHER UTILITIES.

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WATER SYSTEM IMPROVEMENTS

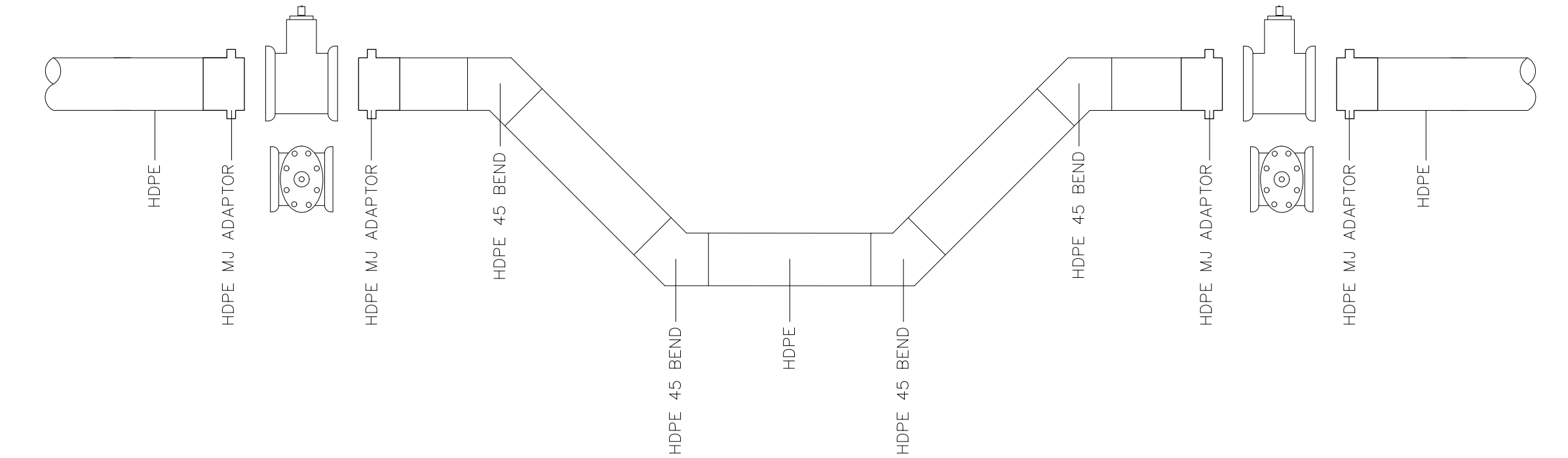
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**SPECIAL DETAILS
(4 OF 5)**

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HDPE HORIZONTAL / VERTICAL REALIGNMENT USING FITTINGS

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

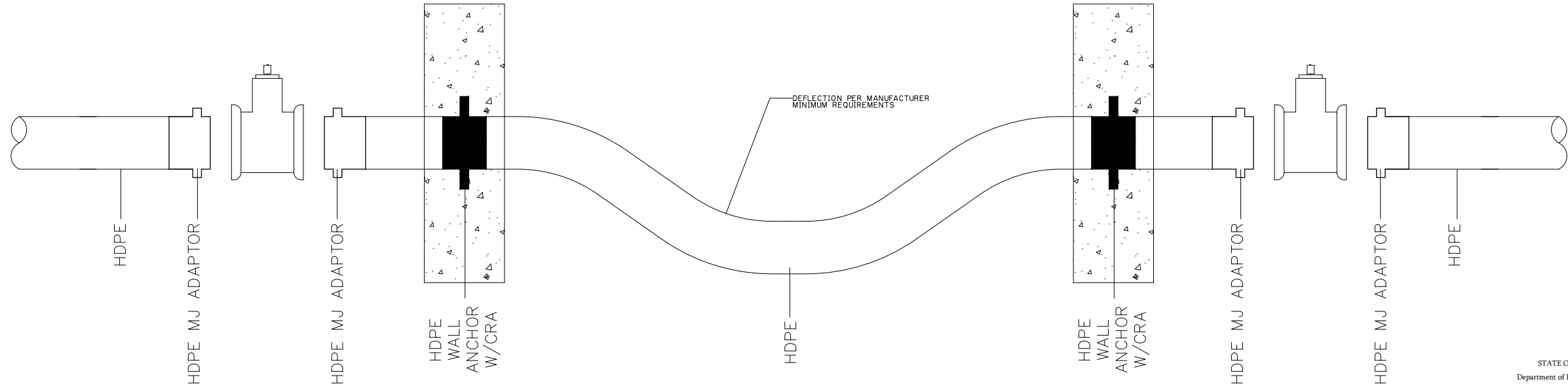
TYPICAL CONFIGURATIONS:

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

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

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

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



HDPE VERTICAL/HORIZONTAL REALIGNMENT USING DEFLECTION

STATE OF OKLAHOMA
Department of Environmental Quality
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May 25 2023
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Adam Divine
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OKLAHOMA CITY, OK 73116
505-443-6550
WWW.COWANGROUP.COM
DATE: 6/1/14 EXPIRES: 6/30/2024

WATER SYSTEM IMPROVEMENTS

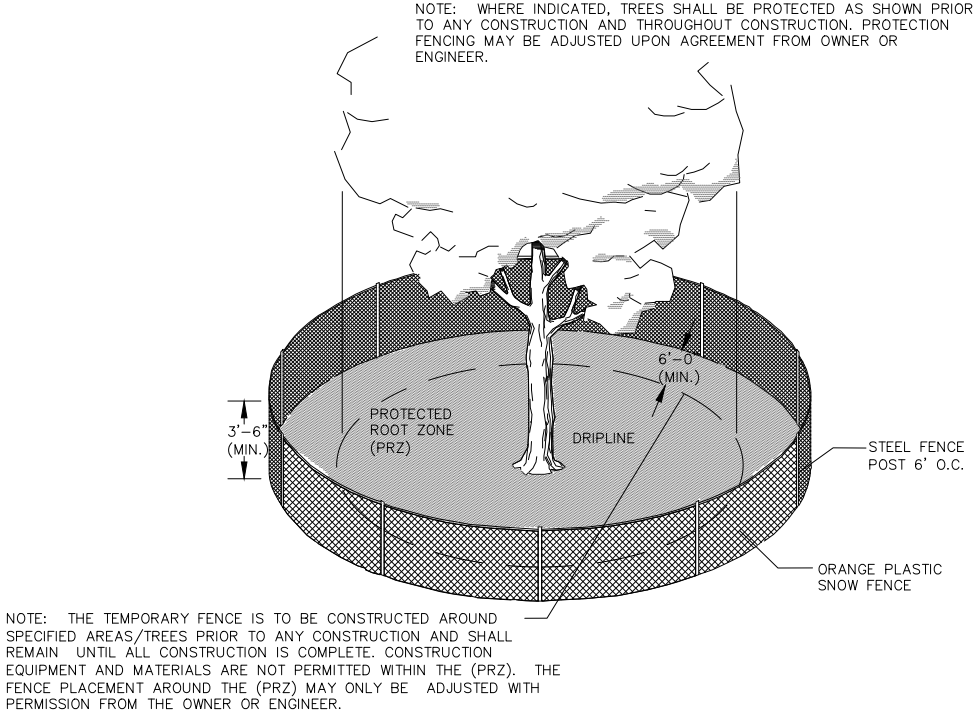
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

SPECIAL DETAILS (5 OF 5)

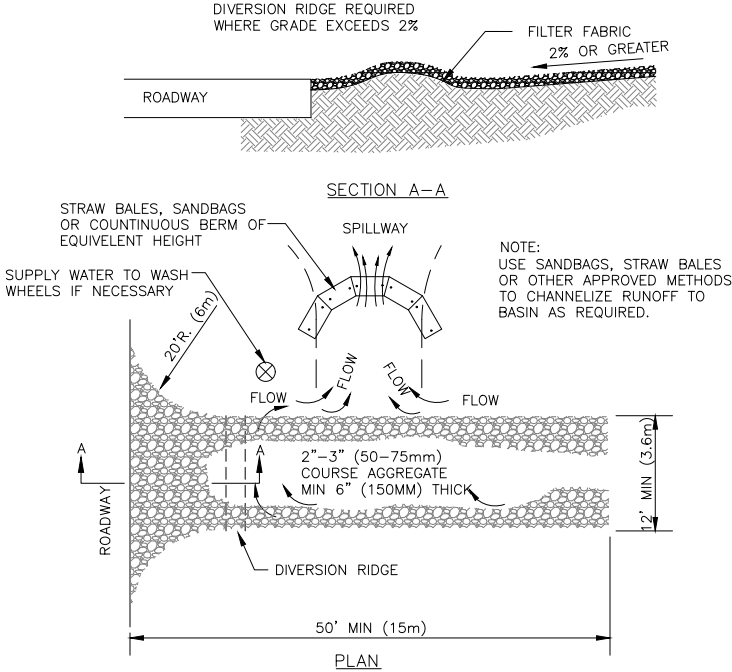
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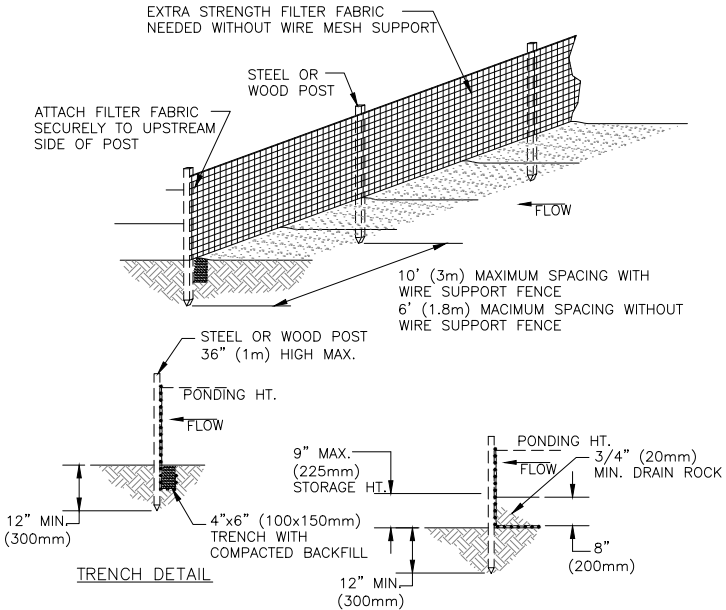


TREE PROTECTION DETAIL



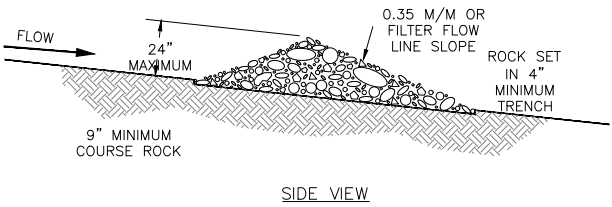
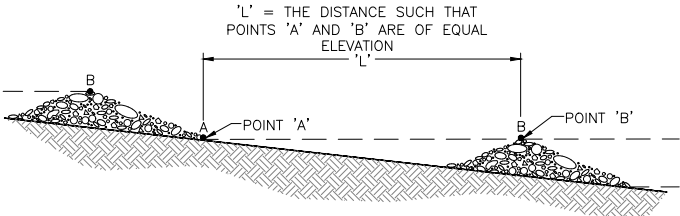
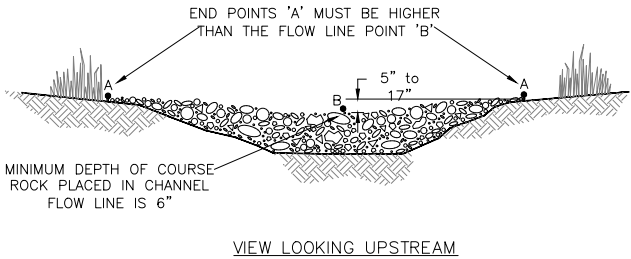
- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMP. GRAVEL CONSTRUCTION ENTRANCE



- NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
 2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.
 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

SILT FENCE



ROCK CHECK DAM

D-50 OF ROCK (MM)	DOWNSTREAM FLOWLINE SLOPE OF STRUCTURE (M / M)					
	0.35	0.30	0.25	0.20	0.15	0.10
75	15	18	20	25	33	48
150	30	36	41	50	66	100



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WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

EROSION CONTROL DETAIL

DESIGNED BY	GMT
DRAWN BY	HMH
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PROJECT NUMBER	22-223
DATE	4/28/2023

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SHEET NUMBER	30
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Independence Avenue Waterline

Quest eBidDoc™ Number: 8514939

Closing Date: Mon, 08/21/2023 04:00 PM CDT **Posting Type:** Construction Project **Owner Name:** City of Shawnee **Solicitor Name:** Cowan Group Engineering, LLC **Contact:** Michael Taylor **Phone:** 4054633369 **Email:** michael@cowangroup.co

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
Cowan Group Engineering, LLC 7100 N. Classen, Suite 500, Oklahoma City, OK-73116	Cainan Anthony cainan@cowangroup.co	4054633369 4054633381		A/E Consultant	07/27/2023	eBidDoc	
Dodge Data & Analytics 2860 S State Hwy 161, Grand Prairie, TX-75052	Daedri Cavuoto daedri.cavuoto@construction.com	513.666.3354 800-768-5594		Plan Room	07/27/2023	eBidDoc	
bnb Industries 24565 N Pvt Dr 3293, Wynnewood, OK-73098	Jace Brown jace@go-bnb.com	4052076506		Prime Bidder	07/28/2023	eBidDoc	
Cruz Utility Construction 679 Eagle Lake Ln, Newcastle, OK-73065	Mike King mikeking0216@yahoo.com	405-549-0720		Prime Bidder	07/28/2023	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	07/31/2023	eBidDoc	
Horizontal Boring & Tunneling Co. 505 S. River Ave., Exeter, NE-68351	Brent L. Moore horizontalboring@hbtrenchless.com	402-266-5347 402-266-5591		Subcontractor	07/31/2023	eBidDoc	
ePlan 1400 Forum Blvd Ste 7B, Columbia, MO-65203	Eplan Reporter eplan@eplanbidding.com	5734477130 573-355-5404		Plan Room	07/31/2023	eBidDoc	
Orr Construction, Inc. 510 North Broadway, Davenport, OK-74026	Orr Staff projects@orrconstructionok.com	918-377-4362		Prime Bidder	08/01/2023	eBidDoc	
Okie Construction 600 W Commerce St, Clinton, OK-73601	Julie Rigsby julie@okieconstruction.com	5806508136	DBE	Construction Manager	08/01/2023	eBidDoc	
Southwest Water Works 201 NW 132nd St, Oklahoma City, OK-73114	Jackson Matthews jackson@swwaterworks.com	405-550-1621 405-463-5665		Prime Bidder	08/01/2023	eBidDoc	

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u>
UTILITY TECHNOLOGY SERVICES 9636 west reno, oklahoma city, OK-73127	DAVID MOORE domoore@utssupply.com	4054398549		Supplier	08/03/2023	eBidDoc	
Marsau Enterprises 1209 N. 30th St., Enid, OK-73701	Terry Alexander terry.alexander@marsauenterprises.com	580-233-3910 580-233-5063		Prime Bidder	08/03/2023	eBidDoc	
JAG Underground 3880 Tiffany Circle, Newcastle, OK-73065	Todd Guffey Tguffey.jag@gmail.com	405-863-3573		Prime Bidder	08/07/2023	eBidDoc	
Downey Contracting, L.L.C. 3217 Northeast 63rd Street, Oklahoma City, OK-73121	Brandon Downey bids@downeycontracting.com	4054785277 405-478-5269		Prime Bidder	08/08/2023	eBidDoc	
Circle B Underground LLC PO Box 868, Bristow, OK-74010	Darin Dean ddean@cbruok.com	918-367-8881 918-367-8882		Prime Bidder	08/08/2023	eBidDoc	
pinney dozer 2000 w Rogers Blvd, skiatook, OK-74070	jon pinney pinneydozer@yahoo.com	918-857-6522	WOSB	Other	08/10/2023	eBidDoc	

Addendum #1

Date: August 17, 2023

Project: City of Shawnee
Independence Waterline
Bid Closing Date: August 21, 2023
Shawnee, Oklahoma

The Items contained below now become a part of the referenced contract documents and specifications. Please read the following items and acknowledge receipt (see attached sheet) of this addendum on the proposal form when submitting bids.

- Please fax or e-mail Acknowledgement Page to Cowan Group Engineering, LLC, at 405-463-3369.
- If submitting a hard copy bid, bidders shall acknowledge receipt of this Addendum by signing and submitting the Acknowledgement Page with bid. Failure to do so may subject the Bidder to disqualification.
- Please find the attached revised specification documents and contract documents and replace the corresponding outdated documents with them.

SPECIFICATIONS

1. Revised bid proposal form.

PLAN SHEETS

1. Revised pay quantities.
2. Revised sheet 16 to include trenching across Center Ave.
3. Revised sheets 18,19 and 20 to specify DR 11 rating and bore pit trenching.
4. Added reverse tap and air release valve details on sheet 23.

CLARIFICATIONS

1. The project is tax exempt.
2. Pipe size shall be DIPS.
3. All bids shall be typewritten or in blue ink pen.
4. Unit costs & total costs shall be provided.
5. The city does not have a dumping location for excess dirt. Hauling will need to be included in bid and incidental.
6. Lanes shall remain open unless there are excess lanes to allow traffic to flow.
7. Street bonds shall be provided with the length of five years. The first year shall cover 100 percent of the cost with the remaining four years being 10 percent of the cost.
8. Utility bonds shall be provided with the length of two years. The first year shall cover 100 percent of the cost with the second year covering 10 percent.
9. New hydrants and meters shall be obtained through public works, if needed. Otherwise provide new service to existing meter and reset box as needed.
10. Poly fittings can be used in lieu of MJ. Please provide submittals for approval.
11. Pipe rating shall be SDR-11.
12. Service connections shall only include tap and line to existing meter.

13. Strap (JCM) taps to be used for tapping valves.
14. Blue CTS shall be used for services.
15. Sheet 8 shows 12 in line with 12"x8" tees. All lines connecting to the existing neighborhood will be upgraded to 8" lines in the future.
16. Wall Anchors for 12" HDPE shall be 120" wide.

Thank you for your attention. Should you have any questions, please contact the undersigned at 405.463.3369.

Cowan Group Engineering, LLC

Michael Taylor

Michael Taylor, P.E.
Team Lead

Attachment: Acknowledgement Page
Revised Bid Schedule
Sheet 3, 16, 18, 19, 20, and 23



Acknowledgement Page

Addendum #1 August 17, 2023

Project: City of Shawnee
Independence Waterline
Project Number: ARP-23-0026-G
Bid Closing Date: August 21, 2023
Shawnee, Oklahoma

Company: _____

Name: _____

Signature: _____

Title: _____

Date: _____

INDEPENDENCE AVENUE WATERLINE

BID SCHEDULE: ARP 23-0026-G

BASE BID (ADDENDUM ONE)

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD	(3)(4)	SY	310	
4	STORMWATER POLLUTION PREVENTION PLAN	(2)	LS	1	
5	16" STEEL CASING (BORE)		LF	114	
6	8" HDPE DR-11 WATERLINE (BORE)		LF	201	
7	12" HDPE DR-11 WATERLINE (HDD)		LF	3,799	
8	6" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	21	
9	8" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	118	
10	12" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	146	
11	6" GATE VALVE & BOX		EA	11	
12	8" GATE VALVE & BOX		EA	4	
13	12" GATE VALVE & BOX		EA	12	
14	1" AIR RELIEF VALVE		EA	4	
15	6"X6" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	9	
16	8"X8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
17	12"X12" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
18	HDPE WALL ANCHOR	(12)	EA	10	
19	FIRE HYDRANT ASSEMBLY	(8)	EA	10	
20	12"X8" TEE		EA	10	
21	12"X6" TEE		EA	10	
22	12"X22 1/2° BEND		EA	12	
23	12"X45° BEND		EA	2	
24	12"X90° BEND		EA	1	
25	12"X8" REDUCER		EA	1	
26	12" CUT & PLUG		EA	2	
27	8"X6" TEE		EA	4	
28	8"X90° BEND		EA	1	
29	8"X6" REDUCER		EA	6	
30	8" CAP		EA	4	
31	6"X90° BEND		EA	6	
32	6" CUT & PLUG		EA	12	
33	WATER SERVICE RECONNECTION (SHORT)		EA	11	
34	WATER SERVICE RECONNECTION (LONG)		EA	11	
35	LEAD SERVICE REPLACEMENT (SHORT)		EA	1	
36	LEAD SERVICE REPLACEMENT (LONG)		EA	1	
37	REMOVE & REPLACE CONCRETE PAVEMENT	(7)(9)	SY	10	
38	REMOVE & REPLACE CONCRETE DRIVE	(7)(9)	SY	60	
39	REMOVE & REPLACE ASPHALT PAVEMENT	(9)	SY	100	
40	REMOVE & REPLACE CONCRETE SIDEWALK	(10)	SY	145	

41	REMOVE & REPLACE INLET STRUCTURE	EA	1	
42	REMOVE EXISTING FIRE HYDRANT	EA	9	
43	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	
44	TEMPORARY EROSION AND SEDIMENT CONTROL (1)	LS	1	
45	PRESSURE AND LEAKAGE TESTING	LS	1	
46	DISINFECTION AND TESTING	LS	1	
TOTAL				

ADD. ALT. 1

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD (3)(4)		SY	130	
4	STORMWATER POLLUTION PREVENTION PLAN (2)		LS	1	
5	8" HDPE DR-11 WATERLINE (HDD)		LF	108	
6	12" HDPE DR-11 WATERLINE (HDD)		LF	947	
7	8" HDPE DR-11 WATERLINE (TRENCHING) (4)(5)		LF	92	
8	12" HDPE DR-11 WATERLINE (TRENCHING) (4)(5)		LF	27	
9	6" GATE VALVE & BOX		EA	1	
10	8" GATE VALVE & BOX		EA	1	
11	12" GATE VALVE & BOX		EA	2	
12	8"X8" TAPPING SLEEVE & VALVE W/ BOX (11)		EA	1	
13	HDPE WALL ANCHOR (12)		EA	4	
14	FIRE HYDRANT ASSEMBLY (8)		EA	1	
15	12"X22 1/2° BEND		EA	2	
16	8"X90° BEND		EA	1	
17	REMOVE & REPLACE ASPHALT PAVEMENT (9)		SY	61	
18	REMOVE & REPLACE CONCRETE SIDEWALK (10)		SY	10	
19	REMOVE EXISTING FIRE HYDRANT		EA	1	
20	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
21	TEMPORARY EROSION AND SEDIMENT CONTROL (1)		LS	1	
22	PRESSURE AND LEAKAGE TESTING		LS	1	
23	DISINFECTION AND TESTING		LS	1	
TOTAL					

ADD. ALT. 2

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD (3)(4)		SY	30	
4	STORMWATER POLLUTION PREVENTION PLAN (2)		LS	1	
5	8" HDPE DR-11 WATERLINE (HDD)		LF	1,161	
6	6" HDPE DR-11 WATERLINE (TRENCHING) (4)(5)		LF	19	
7	6" GATE VALVE & BOX		EA	2	

8	8" GATE VALVE & BOX		EA	2	
9	12"X8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
10	HDPE WALL ANCHOR	(12)	EA	4	
11	FIRE HYDRANT ASSEMBLY	(8)	EA	2	
12	8"X11 1/4° BEND		EA	6	
13	8"X22 1/2° BEND		EA	1	
14	6" CUT & PLUG		EA	1	
15	WATER SERVICE RECONNECTION (SHORT)		EA	15	
16	WATER SERVICE RECONNECTION (LONG)		EA	12	
17	REMOVE & REPLACE CONCRETE PAVEMENT	(7)(9)	SY	40	
18	REMOVE & REPLACE CONCRETE DRIVE	(7)(9)	SY	20	
19	REMOVE EXISTING FIRE HYDRANT		EA	2	
20	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
21	TEMPORARY EROSION AND SEDIMENT CONTROL	(1)	LS	1	
22	PRESSURE AND LEAKAGE TESTING		LS	1	
23	DISINFECTION AND TESTING		LS	1	
TOTAL					

ALL ITEMS TO INCLUDE ALL APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND OPERABLE SYSTEM AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.

TOTAL BASE BID \$ _____

TOTAL BASE BID IN WORDS _____

ALT 1.

TOTAL ALT. 1 BID \$ _____

TOTAL ALT. 1 BID IN WORDS _____

ALT 2.

TOTAL ALT. 2 BID \$ _____

TOTAL ALT. 2 BID IN WORDS _____

PAY QUANTITIES

BASE BID - LINE 1

ITEM #	ITEM	NOTES	UNIT	QUANTITY	AS-BUILT
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD	(3)(4)	SY	310	
4	STORMWATER POLLUTION PREVENTION PLAN	(2)	LS	1	
5	16" STEEL CASING (BORE)		LF	114	
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7	12" HDPE DR-11 WATERLINE (HDD)		LF	3,799	
8	6" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	21	
9	8" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	118	
10	12" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	146	
11	6" GATE VALVE & BOX		EA	11	
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13	12" GATE VALVE & BOX		EA	12	
14	1" AIR RELIEF VALVE		EA	4	
15	6"x6" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	9	
16	8"x8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
17	12"x12" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
18	HDPE WALL ANCHOR	(12)	EA	10	
19	FIRE HYDRANT ASSEMBLY	(8)	EA	10	
20	12"x8" TEE		EA	10	
21	12"x6" TEE		EA	10	
22	12"x22 1/2" BEND		EA	12	
23	12"x45" BEND		EA	2	
24	12"x90" BEND		EA	1	
25	12"x8" REDUCER		EA	1	
26	12" CUT & PLUG		EA	2	
27	8"x6" TEE		EA	4	
28	8"x90" BEND		EA	1	
29	8"x6" REDUCER		EA	6	
30	8" CAP		EA	4	
31	6"x90" BEND		EA	6	
32	6" CUT & PLUG		EA	12	
33	WATER SERVICE RECONNECTION (SHORT)		EA	11	
34	WATER SERVICE RECONNECTION (LONG)		EA	11	
35	LEAD SERVICE REPLACEMENT (SHORT)		EA	1	
36	LEAD SERVICE REPLACEMENT (LONG)		EA	1	
37	REMOVE & REPLACE CONCRETE PAVEMENT	(7)(9)	SY	10	
38	REMOVE & REPLACE CONCRETE DRIVE	(7)(9)	SY	60	
39	REMOVE & REPLACE ASPHALT PAVEMENT	(9)	SY	100	
40	REMOVE & REPLACE CONCRETE SIDEWALK	(10)	SY	145	
41	REMOVE & REPLACE INLET STRUCTURE		EA	1	
42	REMOVE EXISTING FIRE HYDRANT		EA	9	
43	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
44	TEMPORARY EROSION AND SEDIMENT CONTROL	(1)	LS	1	
45	PRESSURE AND LEAKAGE TESTING		LS	1	
46	DISINFECTION AND TESTING		LS	1	

ADD ALT. 1

ALT. 1 - LINE 2

ITEM #	ITEM	NOTES	UNIT	QUANTITY	AS-BUILT
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD	(3)(4)	SY	130	
4	STORMWATER POLLUTION PREVENTION PLAN	(2)	LS	1	
5	8" HDPE DR-11 WATERLINE (HDD)		LF	108	
6	12" HDPE DR-11 WATERLINE (HDD)		LF	947	
7	8" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	92	
8	12" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	27	
9	6" GATE VALVE & BOX		EA	1	
10	8" GATE VALVE & BOX		EA	1	
11	12" GATE VALVE & BOX		EA	2	
12	8"x8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
13	HDPE WALL ANCHOR	(12)	EA	4	
14	FIRE HYDRANT ASSEMBLY	(8)	EA	1	
15	12"x22 1/2" BEND		EA	2	
16	8"x90" BEND		EA	1	
17	REMOVE & REPLACE ASPHALT PAVEMENT	(9)	SY	61	
18	REMOVE & REPLACE CONCRETE SIDEWALK	(10)	SY	10	
19	REMOVE EXISTING FIRE HYDRANT		EA	1	
20	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
21	TEMPORARY EROSION AND SEDIMENT CONTROL	(1)	LS	1	
22	PRESSURE AND LEAKAGE TESTING		LS	1	
23	DISINFECTION AND TESTING		LS	1	

PAY QUANTITY NOTES

- TEMPORARY EROSION AND SEDIMENT CONTROL SHALL CONSIST OF TEMPORARY MEASURES WITHIN THE PROJECT LIMITS AND MINIMIZE POLLUTION OF RIVERS, STREAMS, AND PRIVATE PROPERTIES. SUCH MEASURES MAY INCLUDE SILT FENCES, BERMS, DIKES, SLOPE DRAINS, BALE BARRIERS, SEDIMENT FILTERS, SEDIMENT BASINS, SILT FENCES, MULCHES, AND GRASSES.
- INCLUDES COST FOR STORMWATER POLLUTION PREVENTION PLAN DOCUMENTATION AND MANAGEMENT AS PER ODEQ STANDARDS.
- ALL DISTURBED NON-PAVED AREAS SHALL BE SOLID SLAB SODDED. INCLUDES COST OF WATERING AT 40 GALLONS PER SQUARE YARD, AND FERTILIZING 10-20-10 AT 10 LBS PER 1000 SQUARE FEET.
- QUANTITY IS CALCULATED USING THE STANDARD TRENCH WIDTH AS SHOWN ON WATER DETAILS SHEET NO EXTRA PAYMENT IS MADE FOR ANY ADDITIONAL TRENCH WIDTH OR SODDING.
- COST OF EXCAVATION AND BACKFILL INCLUDING COST OF BEDDING MATERIALS AS PER STANDARD WATER DETAILS SHALL BE INCLUDED IN THE COST OF PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE.
- QUANTITY INCLUDES ALL FITTINGS INCLUDING BUT NOT LIMITED TO TEES, CROSS, WYE, SOLID SLEEVES, BENDS, REDUCERS, CAPS, AND PLUGS TO MAKE CONNECTIONS TO EXISTING OR NEW WATER LINES.
- CONCRETE USED FOR DRIVE PLACEMENT AND PAVING SHALL BE 3,500 PSI HIGH EARLY STRENGTH CONCRETE. PRICE BID TO INCLUDE THE SAW CUTS OF CONCRETE. EXPANSION JOINTS AND DOWELS.
- FIRE HYDRANT ASSEMBLY COMPLETE PRICE BID ITEM TO INCLUDE THE COST OF (3 L.F. OF 6" WATER LINE , 1-FIRE HYDRANT, 4-6" MEGALUG SERIES 2006 PV, 1-12" RISER IF REQUIRED).
- ESTIMATED QUANTITY. LOCATION, IF AND WHERE REQUIRED, TO BE DETERMINED BY THE ENGINEER. COST TO INCLUDE CURB AND GUTTER.
- CONTRACTOR TO REMOVE AND REPLACE CONCRETE SIDEWALK TO THE NEAREST CONTRACTION JOINT TO MATCH EXISTING PANELS.
- EXISTING WATERLINES ARE SHOWN AT APPROXIMATE LOCATIONS ON PLANS. CONTRACTOR TO FIELD LOCATE THE EXISTING WATERLINES. CONNECTION TO EXISTING WATERLINE SHALL INCLUDE ALL COSTS FOR LABOR AND MATERIAL TO LOCATE AND CUT EXISTING WATERLINE AND INSTALL THE REQUIRED VALVES AND FITTINGS CONNECTING THE NEW WATERLINE. NO ADDITIONAL PAYMENT SHALL BE MADE.
- SHALL BE PLACED IN EVERY BORE PIT AND AT MINIMUM EVERY 400 FEET. SEE SPECIAL DETAIL SHEET 28.

ADD ALT. 2

ALT. 2 - LINE 3

ITEM #	ITEM	NOTES	UNIT	QUANTITY	AS-BUILT
1	MOBILIZATION		LS	1	
2	CLEARING AND GRUBBING		LS	1	
3	SOLID SLAB SOD	(3)(4)	SY	30	
4	STORMWATER POLLUTION PREVENTION PLAN	(2)	LS	1	
5	8" HDPE DR-11 WATERLINE (HDD)		LF	1,161	
6	6" HDPE DR-11 WATERLINE (TRENCHING)	(4)(5)	LF	19	
7	6" GATE VALVE & BOX		EA	2	
8	8" GATE VALVE & BOX		EA	2	
9	12"x8" TAPPING SLEEVE & VALVE W/ BOX	(11)	EA	1	
10	HDPE WALL ANCHOR	(12)	EA	4	
11	FIRE HYDRANT ASSEMBLY	(8)	EA	2	
12	8"x11 1/4" BEND		EA	6	
13	8"x22 1/2" BEND		EA	1	
14	6" CUT & PLUG		EA	1	
15	WATER SERVICE RECONNECTION (SHORT)		EA	15	
16	WATER SERVICE RECONNECTION (LONG)		EA	12	
17	REMOVE & REPLACE CONCRETE PAVEMENT	(7)(9)	SY	40	
18	REMOVE & REPLACE CONCRETE DRIVE	(7)(9)	SY	20	
19	REMOVE EXISTING FIRE HYDRANT		EA	2	
20	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		LS	1	
21	TEMPORARY EROSION AND SEDIMENT CONTROL	(1)	LS	1	
22	PRESSURE AND LEAKAGE TESTING		LS	1	
23	DISINFECTION AND TESTING		LS	1	



COWAN GROUP ENGINEERING
7100 N GLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.CO
CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

PAY QUANTITIES & NOTES

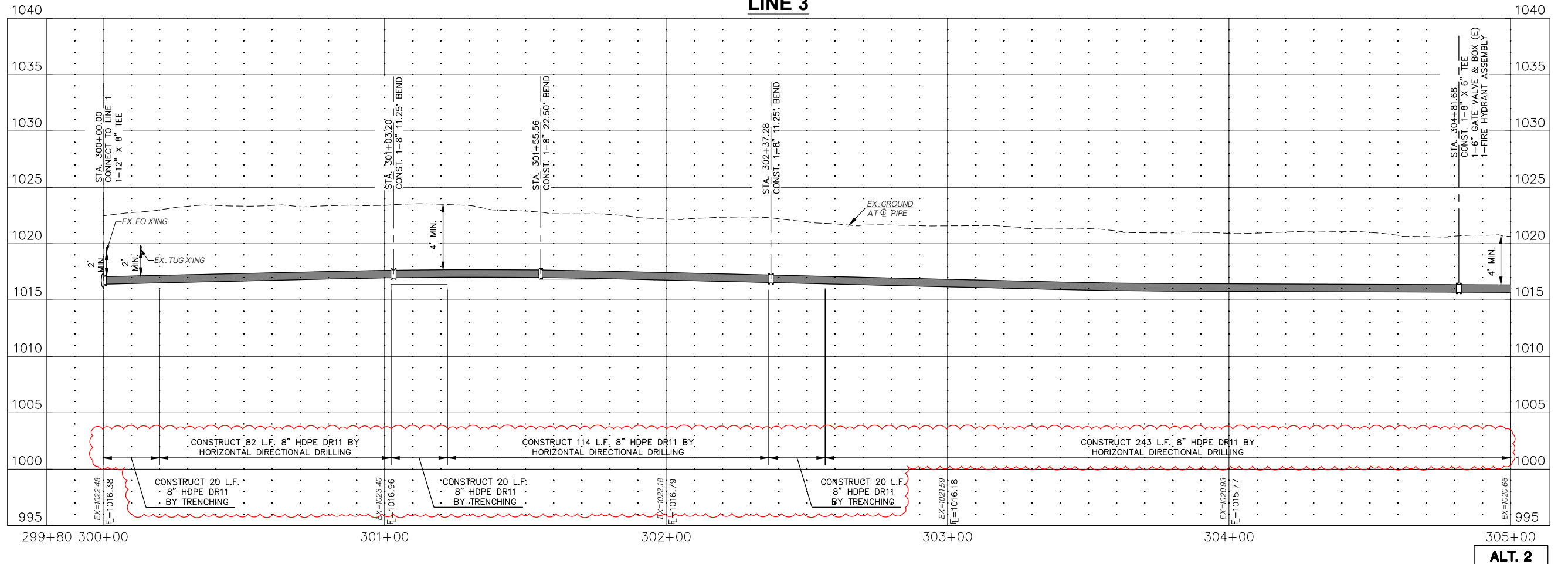
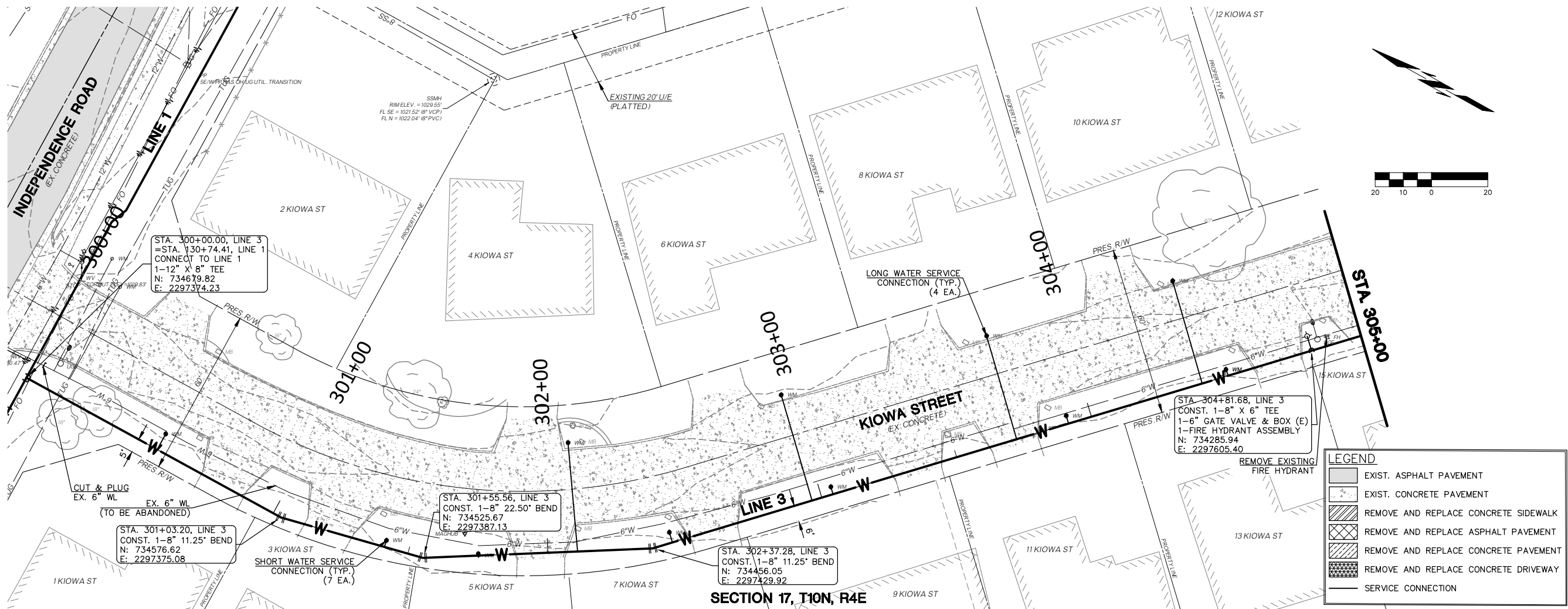
DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

SHEET NUMBER

3

Thursday, August 17, 2023 10:57:14 AM



COWAN GROUP ENGINEERING
7100 N CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369 • 405-463-3381 F
WWW.COWANGROUP.CO
CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 3 P&P (1 OF 3)	
DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023
REVISIONS	
SHEET NUMBER	
18	

G:\PROJECTS\22-223 SHAWNEE INDEPENDENCE WATERLINE\CAD\WTR\22-223 KIOWA ST P&P.DWG

ALT. 2



COWAN GROUP ENGINEERING
7100 N GLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369 D 405-463-3381 F
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CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

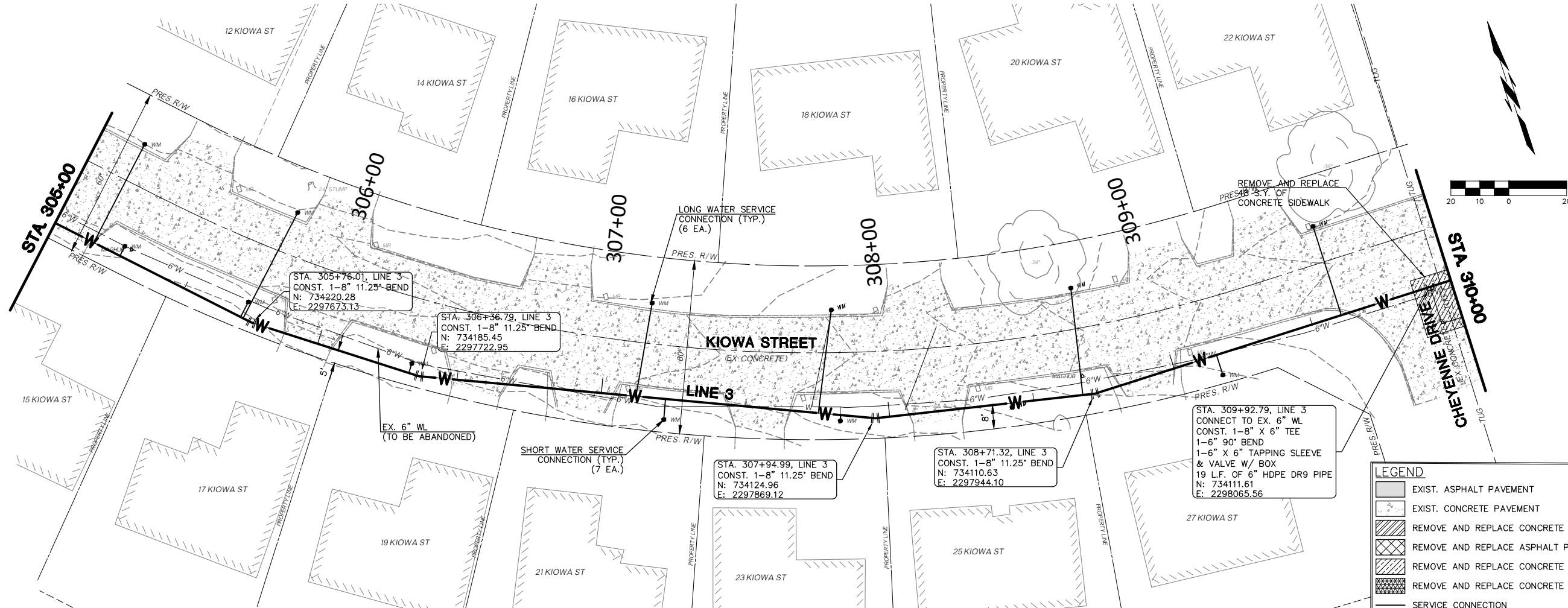
CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 3 P&P (2 OF 3)

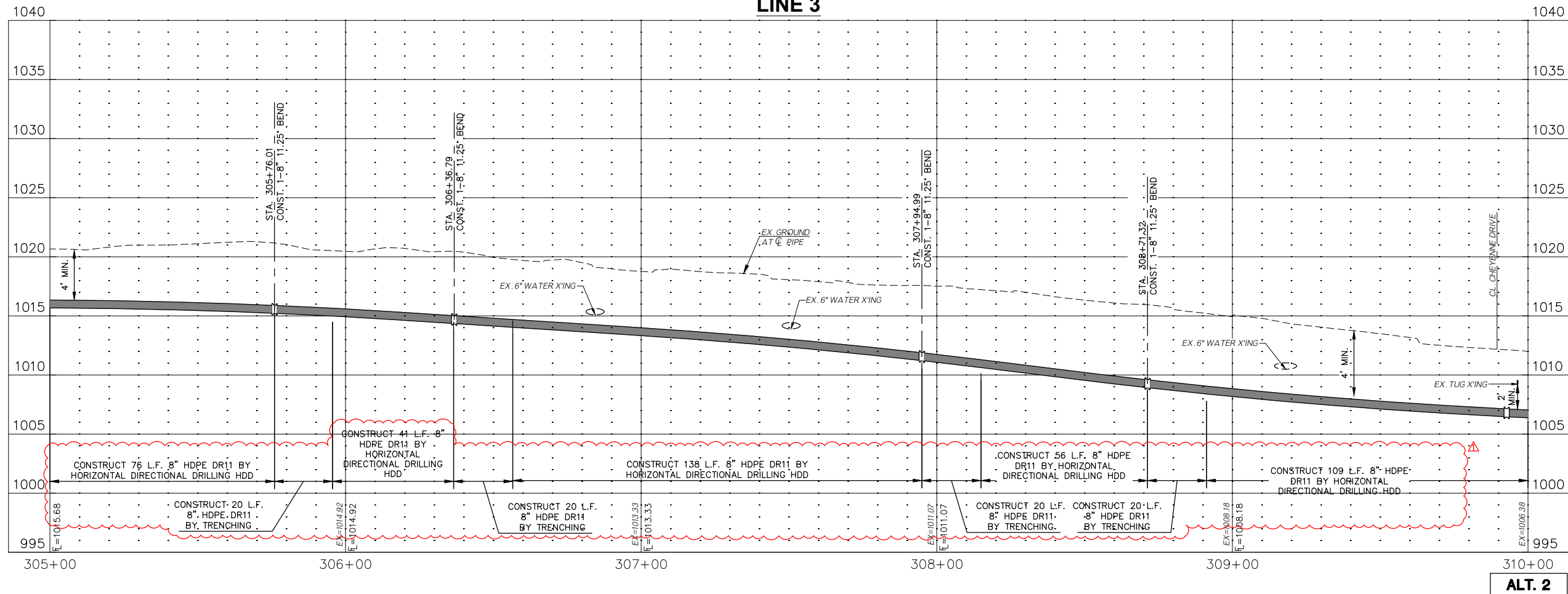
DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

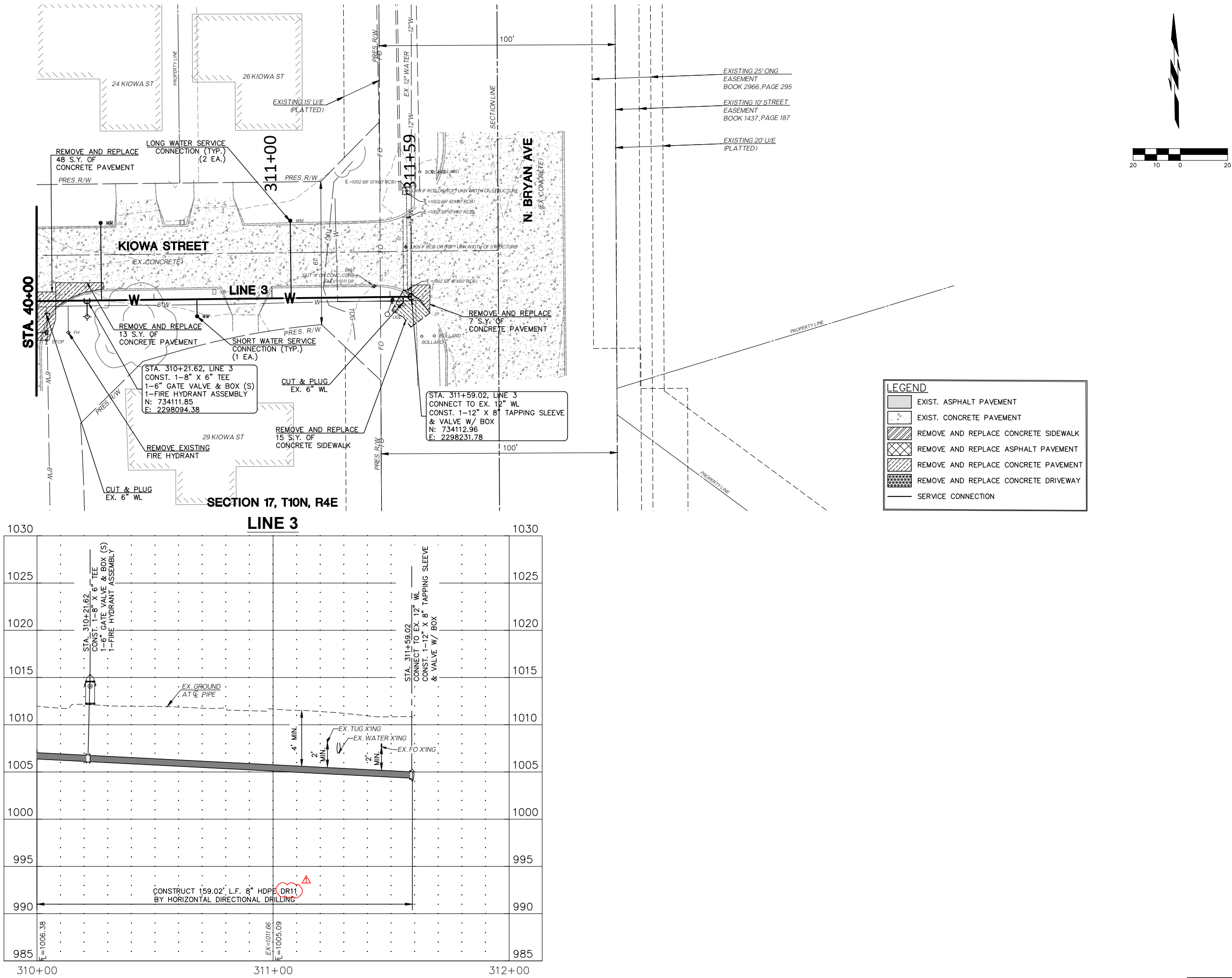
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SECTION 17, T10N, R4E
LINE 3



Thursday, August 17, 2023 8:26:05 AM





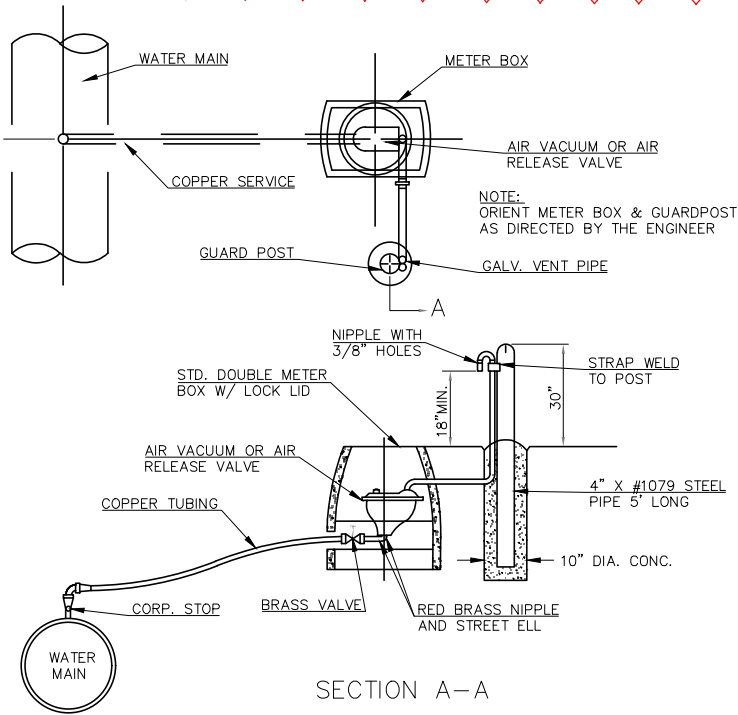
COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.COM
CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

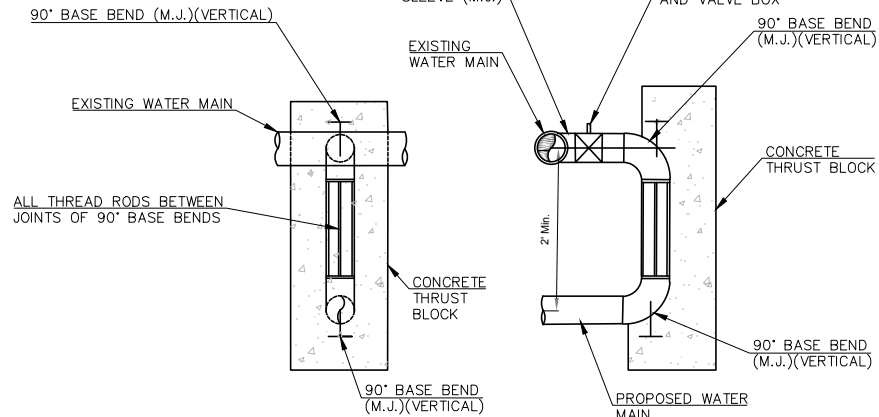
LINE 3 P&P (3 OF 3)	
DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023
REVISIONS	
SHEET NUMBER	
20	

Wednesday, August 16, 2023 9:45:55 AM



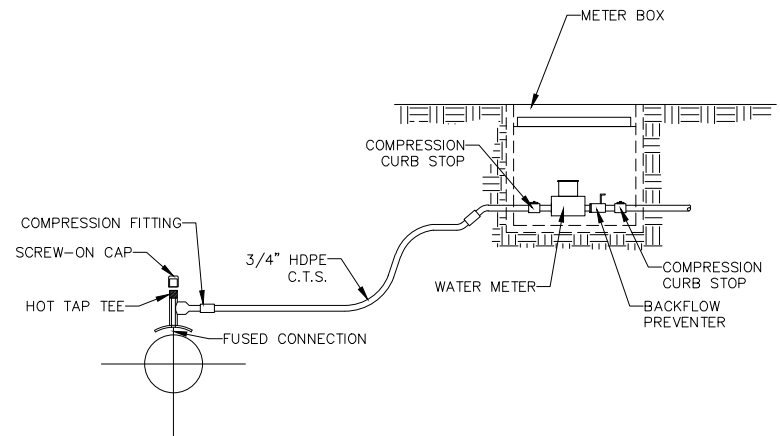
SECTION A-A

**1' & 2' AIR VACUUM VALVES
3/4" AIR RELEASE VALVES**
SCALE: N.T.S.



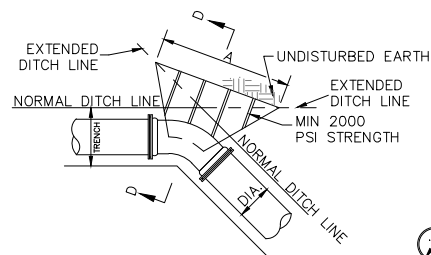
- NOTE:
1. RESTRAINT JOINT SYSTEM OPTIONS
1.1. MEGA-LUG TYPE JOINT RESTRAINT SYSTEM ON ALL JOINTS.
1.2. STAINLESS STEEL ALL THREAD RODS B/W 90° VERTICAL BASE BENDS.

TYPICAL REVERSE TAP INSTALLATION
SCALE: N.T.S.

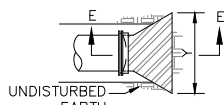


TYPICAL SERVICE LINE CONNECTION

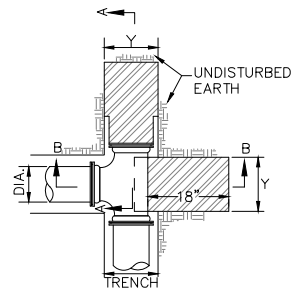
SCALE: N.T.S.



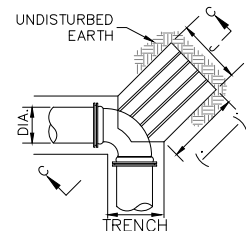
PLAN
45°, 22 1/2°, 11 1/4° BENDS



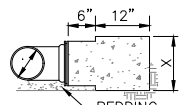
PLAN
PLUGS



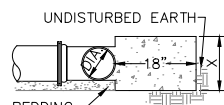
PLAN
TEES



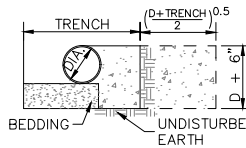
PLAN
90° BENDS



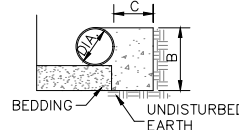
SECTION A-A
TEES



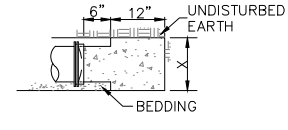
SECTION B-B
TEES



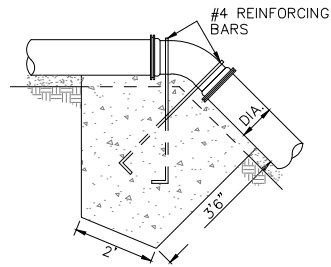
SECTION C-C
90° BENDS



SECTION D-D
45°, 22 1/2°, 11 1/4° BENDS



SECTION E-E
PLUGS



SECTION FOR
VERTICAL BENDS
(14" OR SMALLER)

DIMENSIONS FOR CONCRETE ANCHORAGES

PIPE DIA.	TRENCH WIDTH	45° BEND			22 1/2° BEND			11 1/4° BEND			TEE OR PLUG		90° BEND
		A	B	C	A	B	C	A	B	C	X	Y	
36	60	7'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	3'-4"	4'-0"	6'-5"
30	54	5'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	3'-0"	3'-6"	5'-8"
24	44	3'-9"	2'-6"	1'-10"	2'-6"	2'-6"	1'-1"	2'-0"	2'-6"	1'-0"	3'-0"	3'-3"	4'-9"
20	39	2'-9"	2'-2"	1'-8"	2'-0"	2'-2"	1'-1"	2'-0"	2'-2"	0'-11"	2'-0"	3'-0"	4'-1"
18	37	2'-3"	2'-0"	1'-6"	2'-0"	2'-0"	1'-1"	2'-0"	2'-0"	0'-11"	2'-0"	2'-3"	3'-9"
16	35	2'-0"	1'-10"	1'-5"	2'-0"	1'-10"	1'-1"	2'-0"	1'-10"	0'-11"	2'-0"	1'-6"	3'-6"
12	30	2'-0"	1'-6"	1'-4"	2'-0"	1'-6"	1'-0"	2'-0"	1'-6"	0'-11"	2'-0"	1'-0"	3'-0"
10	28	2'-0"	1'-4"	1'-4"	2'-0"	1'-4"	1'-0"	1'-10"	1'-4"	0'-11"	1'-8"	1'-0"	2'-8"
8	26	2'-0"	1'-2"	1'-4"	1'-10"	1'-2"	1'-0"	1'-8"	1'-2"	0'-11"	1'-6"	0'-10"	2'-4"
6	24	2'-0"	1'-1"	1'-4"	1'-8"	1'-1"	1'-0"	1'-6"	1'-0"	0'-11"	1'-4"	0'-8"	2'-1"

THRUST BLOCKING



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CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

**WATER DETAILS
(2 OF 3)**

DESIGNED BY GMT
DRAWN BY HMM
REVIEWED BY GMT
PROJECT NUMBER 22-223
DATE 4/28/2023

REVISIONS

SHEET NUMBER

23



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

Date: August 21, 2023
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: August 2023 Sales and Use Tax Deposit

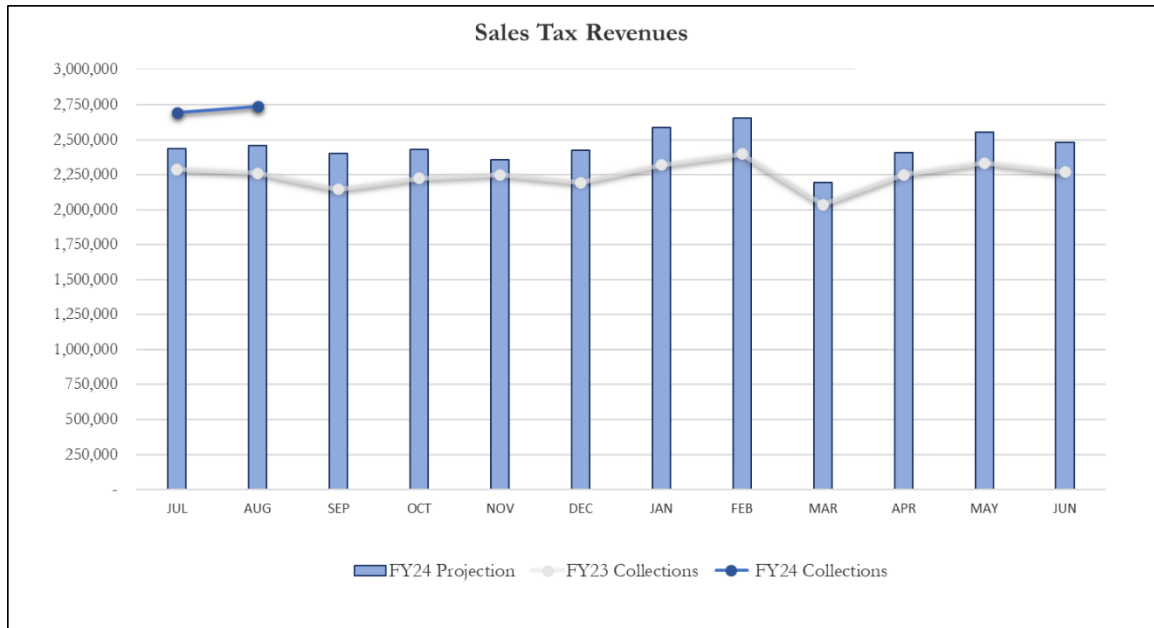
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in August consists of July estimates and June final reported collections. Any taxes collected for months prior to June will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The August sales tax deposit was \$2,737,778.51 including interest of \$3,272.51, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,368,889.26
2018 Capital Improvements Fund	342,222.31
Capital Improvements Fund	265,222.29
Street Improvements Fund	299,444.52
Economic Development Fund	34,222.23
Police Sales Tax Fund	42,777.79
Fire Sales Tax Fund	42,777.79
2023 Capital Improvements Fund	342,222.31
Total Sales Taxes Collected	<u>\$ 2,737,778.51</u>

- Finance Department Report - Sales and use tax collections totaled \$3,170,379.94 for August 2023. Sales tax projections are based on an average of the most recent three years of sales tax history. For the year, sales tax collections are up \$540,743 or 11%, over the projected budget year-to-date. Use tax collections are up \$113,173 or 18.6%, above the projected budget year-to-date.

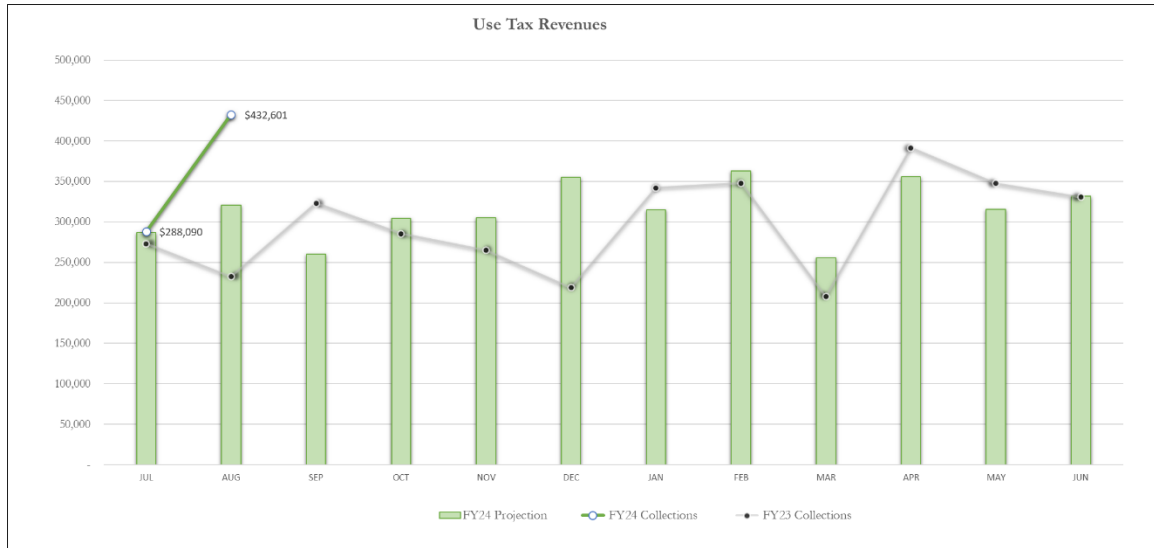
○ Fiscal Year 2024 Sales Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Sales Tax Receipts - August 2023	\$ 2,455,777	\$ 2,737,779	\$ 282,002	11.48%	
Sales Tax Receipts (year-to-date):	\$ 4,890,184	\$ 5,430,927	\$ 540,743	11.06%	
					% Variance w/ Rate Normalization
	August 2022	August 2023	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 2,259,449	\$ 2,737,779	\$ 478,330	21.17%	6.02%
					% Variance w/ Rate Normalization
	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 4,547,075	\$ 5,430,927	\$ 883,852	19.44%	4.51%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a "Percentage Variance with Rate Normalization" to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Use Tax Receipts (August 2023):	\$ 320,718	\$ 432,601	\$ 111,884	34.89%	
Use Tax Receipts (year-to-date):	\$ 607,518	\$ 720,691	\$ 113,173	18.63%	

	Aug 2022	Aug 2023	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 232,320	\$ 432,601	\$ 200,281	86.21%	62.93%

	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 505,295	\$ 720,691	\$ 215,396	42.63%	24.80%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a "Percentage Variance with Rate Normalization" to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$ 270,079
Use Tax Above/(Below) Projections:	\$ 113,173

Appropriated:

Total Appropriated	\$ -
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Total Unappropriated:	\$ 383,252
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Designated Camp and Shelter Site Operations & Set-up

August 21, 2023

Administrative Report

Andrea Weckmueller-Behringer, City Manager
Rian Harkins, Community Development Director

Immediate Next Steps

Designated Shelter Site –

- Site identification & formulation of site rules
- Finding a Non-Profit to oversee operations

Camping Prohibition on Public Property –

- MUST BE ACCOMPANIED by designated shelter site
- NEW City Code that complies with legal precedence

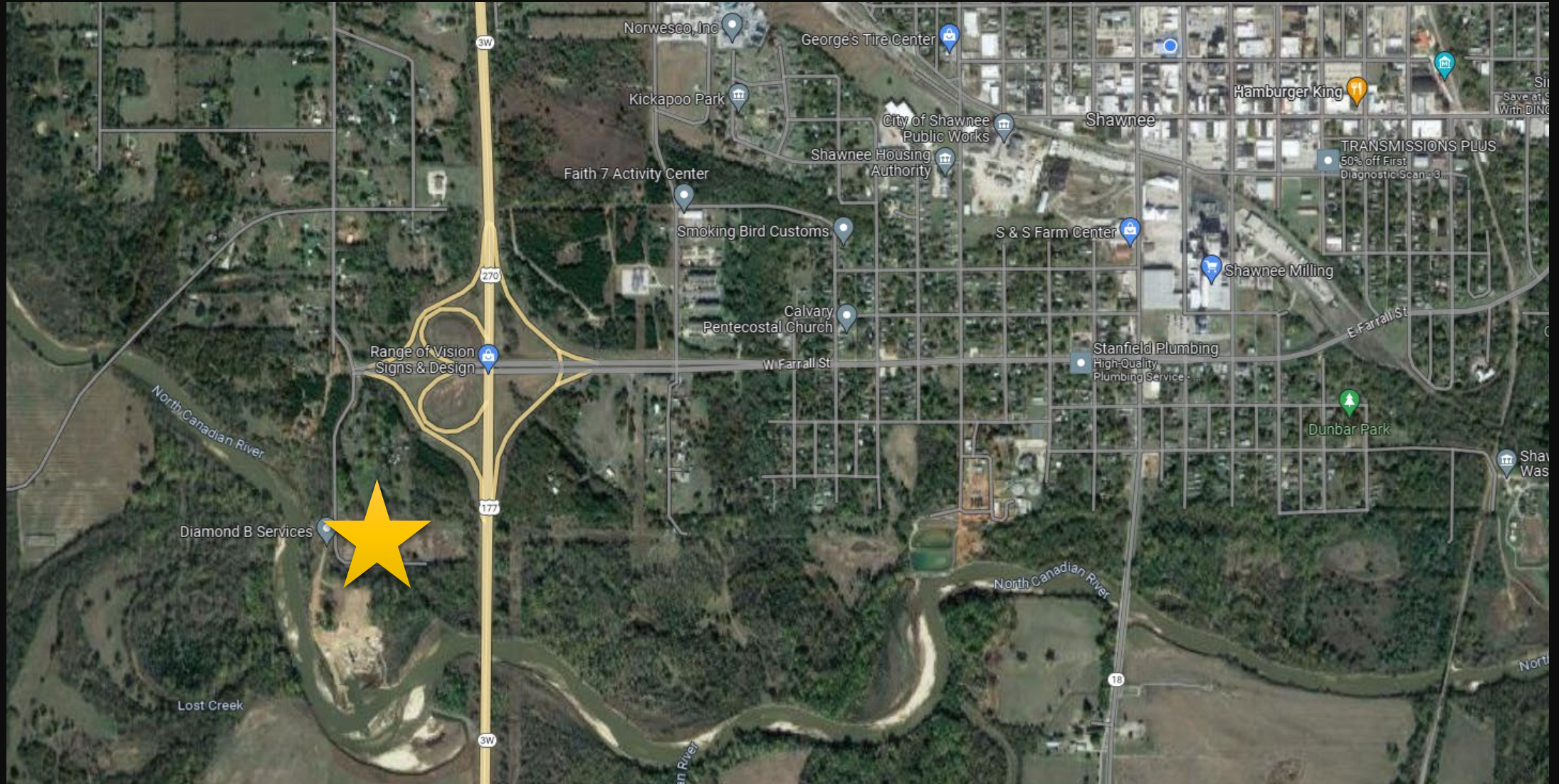
Permitting of Non-coordinated Feeding Operations –

- Educating responsible groups
- NEW City Code and appropriate enforcement

Addressing out-of-town Drop-Offs –

- Educating responsible private agencies and public entities
- CEASE AND DESIST if needed

Dockery Park



Dockery Park



Benefits

- Immediate first step
- Safety/Security
- Stability
- BUT... Not a permanent solution



Tents are set up at the city's first Safe Sleeping program site in the Golden Hill neighborhood. Photo via @MayorToddGloria Twitter

East San Diego, CA



Denver, CO

Denver Gazette

Researched— Unorganized vs. Organized



Dallas, TX
(Unorganized)

KERA News



Chattanooga, TN
(Sanctioned)

Chattanooga Free Press



Las Cruces, NM
(Organized)

Camp Hope

Researched— Governance Models

Third-Party/Non-Profit Managed —

- Memorandum of Understanding
- Stipulates: Operations, Security, Evacuation, etc.

Resident Led/Resident Ran —

- Residents decide the formulation of site rules
- Residents administer/enforce site rules

Governance Needs – MOU Components

Third-Party/Non-Profit Managed –

- Location/Site Layout
- Maximum Capacity
- Hours of Operation
- Sleeping Areas
- Eating Areas
- Sanitation
- Security
- Lighting
- Fencing
- Fire Protection
- Emergency Plans
- Screening of Clients

Set-up – Shelter Needs

- Shelter
 - Tents (Insulated vs. Non-Insulated)
 - Conestoga Huts



Example— Tents

- Not lockable
- 72 sq. ft. average
- Needs a built platform
- With OR without floor
- With OR without insulation
- Fabric walls can get torn or cut
- Lifespan of one year
- Less cost effective over time



Example— Conestoga Huts

- Safe, lockable space
- ~60 sq. ft. plus 20 sq ft porch
- 8 cinderblocks for foundation (\$50)
- Durable
- More cost effective over time
- Cleaner in appearance



Set-up – Other Needs

- Porta-Potties
- Handwashing Stations
- Trash
- Showers
- Fencing (Chain Link)
- Storage
- Wi-Fi



Set-up – Other Needs (cont.)

- Potable Water
- Lighting
- Communal Tent for Eating & Warmth
- Fire Safety/Suppression
- Pet Area/Pet Waste



Set-up – Cost Estimate

- All previously listed Set-up Needs
- Initial Supply of Consumables
- Fire Safety
- Site Preparation

\$295,000 to 400,000



Conestoga Huts
Community Supported Shelter

Ongoing Costs

- Food (DONATED)
- Disposable supplies
- Transportation
- Security
- Utilities
- Limited replacements

\$50,000 to 70,000/month



Conestoga Huts
Community Supported Shelter

City Commission Questions & Answers

